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Title: **Consumers Energy Corporation and Utility Workers Union of America (UWUA), AFL-CIO (2000)**

K#: **6059**

Employer Name: **Consumers Energy Corporation**

Location: **MI**

Union: **Utility Workers Union of America (UWUA), AFL-CIO**

Local:

SIC: **4911**

NAICS: **221**

Sector: **P**

Number of Workers: **4000**

Effective Date: **06/01/00**

Expiration Date: **06/01/05**

Number of Pages: **242**

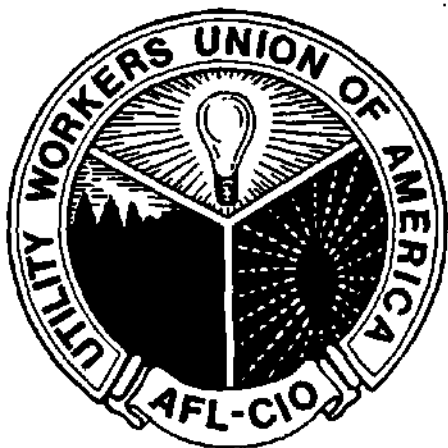
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Working Agreement
June 1, 2000 to June 1, 2005

6059



Consumers Energy and
Utility Workers Union of America,
affiliated with the (AFL-CIO), and
its Michigan State Utility Workers Council
covering Operating, Maintenance and
Construction Employees

4,000
workers

6059

WORKING AGREEMENT

Rec'd
7/9/01

Consumers Energy Company

and

234 pgs.

**Utility Workers Union
of America**

*affiliated with the
AFL-CIO*

Covering
**Operating, Maintenance and
Construction Employees**

June 1, 2000 to June 1, 2005

INDEX

	Page	Article	Section	Appendix
Accumulation of Seniority	16	VII	5	
Adverse Weather, Determination of.....	41	X	3	
Adverse Weather, Gas Distribution	41	X	2	
Arbitration, Discipline	8	III	8	
Arbitration, Expense, Discipline	11	III	8(h)	
Arbitration, Expense, Grievance	14	IV	3	
Arbitration, Grievance	13	IV	1	
Arbitration, Provisions for	8	III	7	
Arbitrator, Power of, Discipline	10	III	8(f)	
Arbitrator, Power of, Grievance	14	IV	2	
Arbitrator, Selection of, Discipline	10	III	8(e)	
Arbitrator, Selection of, Grievance	15	IV	4	
Assignment Away from Home	47	X	9	
Assignment to Other Work.....	80	XV	15	
Benefits, Incapacitated Employee	82	XVII	3	
Benefits (Separation Allowance)				
Provisions for	81	XVII	1	
Bidding to Lower Job	19	VII	7(b)	
Board and Lodging				
Construction Crews	46	X	8	
Region Crews	47	X	9	
Bridging of Continuous Service.....	196			40
Bulletin Boards, Use Of	40	IX	1	
Bypass of Steps 1 & 2 (Grievances)....	7	III	6	
Call-Out Allowance	43	X	5(b)	
Carrying of Lunches	48	X	10(a-b)	
Certification Order	2	II	1	
Changes, Employee Status,				
Notification to Union	40	VIII	1	
Clothing, Furnished	51	X	19	
Clothing, Protective	52	X	20	
Coal Crews, Working Schedules	58	XI	6	
Combination Jobs	77	XV	7	
Combination Relief Employees				
Schedule	57	XI	4	
Wages	77	XV	6	
Compensation				
Higher Starting Rate,				
Incapacitated Employee.....	78	XV	11	
Merit Increases	74	XV	5	

	Page	Article	Section	Appendix
Overtime Pay	63	XI	14	
Paid Absence Day	63	XI	13	
Promotions, Wage Increases	76	XV	3	
Rate of Pay—Move to Lower or Same Labor Grade	76	XV	4	
Wage Rate Ranges	98			Exhibit A
Conflict, Federal & State Laws	86	XXI	1	
Consumer Price Index Allowance	89	XXII	6	
Continuous Service				
Rules	26	VII	16(a)	
Termination	27	VII	16(b-c)	
Defined	26	VII	16	
Contractors, Use of	52	X	23	
Critical Illness, Family	74	XIII	5	
Customer Services				
Job Combination	164			18
Schedule	58	XI	7(a)	
Daily Work Period	56	XI	2	
Days Defined, Grievance Procedure	12	III	10	
Death Benefit Plan	84	XIX	1	
Death in Family	74	XIII	4	
Deduction, Union Dues	4	II	4	
Disabled Employee				
Workers' Disability				
Compensation—Wages	79	XV	13	
Discharge, Probationary Employee	12	III	9	
Disciplinary Action & Appeal	8	III	8	
Disciplinary Action				
General Obligation	2	I	2	
Letters	8	III	8	
Notification	8	III	8	
Discounts	84	XIX	2	
Doctor's Report Required	26	VII	15	
Effective Date and Duration	86	XXII	1	
Employee Defined	3	II	2	
Energized Lines, Assisting	51	X	17	
Excused Absences				
Critical Illness	74	XIII	5	
Death in Family	74	XIII	4	
Medical Treatment	74	XIII	6	

	Page	Article	Section	Appendix
Expenses				
Arbitration	14	IV	3	
Energy Supply and Gas T&S				
Repair Crews.....	139			7
Energy Supply and Gas T&S				
Repair Crews (Option)	142			7(a)
Traveling Repair Crews—Travel	145			8
Traveling Repair Crews—Travel				
(Option).....	148			8(a)
Extended Overtime	41	X	4	
Flexible Starting Hours	182			28
Funerals—for Fellow Employee or				
as Pallbearer	54	X	26	
General Obligations.....	2	I	1	
General Working Conditions.....	41	X		
Grievance Procedure.....	4	III		
Grievance				
Company & Union Representatives	6	III	2	
Arbitration	8	III	8	
Bypass	7	III	6	
Combining	6	III	4	
Final Conference.....	8	III	7	
Informal	4	III	1	
Investigation.....	6	III	4	
Pay for Attendance	6	III	3	
Presidential	8	III	8	
Step I	4	III	1	
Step II	4	III	1	
Summary of Proceedings	7	III	5	
Supervisor Consent.....	6	III	3, 4	
Time	6	III	3	
Group Insurance.....	83	XVIII	1	
Probationary Employee Eligibility	83	XVIII	3	
Half Days—Sick Leave	73	XIII	2	
Higher Starting Rate				
Incapacitated Employee.....	78	XV	11	
Provisions for	77	XV	8	
Holiday				
Compensation	61	XI	12	
During Vacation	68	XII	5	
Defined	61	XI	12(a)	

	Page	Article	Section	Appendix
Holiday				
Eligibility for Pay	62	XI	12(b)	
Rate of Pay	63	XI	12(c)	
Schedule Change on	60	XI	8	
Hours of Employment	55	XI		
Incapacitated Employees Benefits	82	XVII	3	
Rate of Pay	78	XV	11	
Inclement Weather, Determination of ..	41	X	3	
Electric Distribution	41	X	1	
Injury, Seniority Continued	26	VII	14	
Inspection Work	168			22
Job Evaluation	84	XX		
Job Interviews	199			42
Job Site Reporting	45	X	7(b)	
Job Vacancy				
Eligible Applicants	22	VII	9(c,g,h,i,k)	
Posting	22	VII	9(a,b,d)	
Joint Underground Construction	169			23
Jury Duty				
Court Witness	54	X	25	
Shift Reassignment	158			13
Layoff				
Bidding Rights	24	VII	9(k)	
Notification Required	16	VI	1	
Recall Rights	35	VII	17(k)	
Reemployment, Seniority	36	VII	18	
Reemployment, Temporary	36	VII	19	
Rights at Time of	28	VII	17	
Leave of Absence				
Elected Political Office	25	VII	12	
Personal Reasons	25	VII	13	
Pregnancy	39	VII	21	
Union Business (30 Days or Less) ..	24	VII	11	
Union Business (Over 30 Days)	25	VII	12	
License Fees	167			21
Limited Service Employees	79	XV	12	
Live Gas Service	51	X	18	
Local Service Workers—Schedules ...	61	XI	10	
Location of Work Schedules				
Local Service Workers	61	XI	10	
Station Operators	60	XI	9	

	Page	Article	Section	Appendix
Maintenance Employees, Schedules..	57	XI	5	
Meals.....	48	X	10	
Allowances.....	48	X	10(b-h)	
Chart.....	174			26
> 1 Hour Preceding Shift	48	X	10(c)	
> 3 Hours After Shift.....	49	X	10(d)	
Intervals of 5 Hours.....	49	X	10(f)	
Out of Town.....	49	X	10(g)	
Plant Employees--time to				
eat meals.....	187			31
Released From Work	49	X	10(h)	
Within 2 Hours After Shift	49	X	10(e)	
Medical Treatment	74	XIII	6	
Family Employee Presence				
Required.....	163			17
Medical Restrictions--Permanent				
Workers Comp.	79	XV	13	
Personal Illness				
Reassignment	78	XV	11	
Merit Increases.....	76	XV	5	
Method of Layoffs	28	VII	17	
Method of Promotions.....	19	VII	7	
Mileage Allowances.....	50	X	13	
Mileage Chart.....	180			27
Moving Expenses	49	X	11	
New Technology	194			38
Night Premium.....	64	XI	15	
Notice in Advance of Travel.....	138			6
Notification of Absence	52	X	22	
Notification to Union.....	40	VIII	1	
New Employees.....	40	VII	1	
Employees Leaving	40	VIII	1	
Nuclear Plant Operating Group				
Probationary Period.....	132			3
Occupational Group Defined.....	17	VII	2	
On-Call	44	X	6	
Overtime				
Call-Out.....	43	X	5(b)	
Distribution of.....	53	X	24	
Grievances, 20-Hour Rule.....	54	X	24(c)	
Lists	53	X	24(a)	
Prearranged	43	X	5(a)	

	Page	Article	Section	Appendix
Overtime				
Pay	63	XI	14	
Records	54	X	24(b)	
Paid Absence Day	63	XI	13	
Pallbearer	54	X	26	
Pay Periods	80	XV	16	
Picket Lines	131			2
Posting of Jobs	21	VII	9	
Posting Seniority Lists	17	VII	3	
P rearranged Work	43	X	5(a)	
Probationary Employees	17	VII	4	
Promotion to Supervisory Position	21	VII	8	
Promotions Within Occupational				
Group	19	VII	7(a)	
Supervisory Position	21	VII	8	
Temporary Promotion				
(>) More Than 5 Days	80	XV	14	
Temporary Upgrading				
(<) Less Than 5 Days	78	XV	9	
Wage Increases	76	XV	3	
Promotions, Wage Increases	76	XV	3	
Proof of Illness or Injury	72	XIII	1(c)	
Protective Clothing Furnished	52	X	20	
Rate of Pay—Move to Lower or				
Same Labor Grade	76	XV	4	
Recognition	2	II	1	
Reemployment				
Seniority	36	VII	18	
Separation Allowance	81	XVII	2	
Regular Work Period	56	XI	2	
Replacement Rights	28	VII	17	
Reporting Absences	52	X	22	
Retirement Plan	81	XVI	1	
Retrogression Clause	20	VII	7(b)	
Returning to Former Job	24	VII	10	
Rights & Responsibilities				
of Management	16	V	1	
Safety Precautions				
Electric Distribution	51	X	17	
Gas Distribution	51	X	18	

	Page	Article	Section	Appendix
Schedules				
Local Service Workers	61	XI	10	
Maintenance Employees	57	XI	5	
Station Operators	60	XI	9	
Seniority	16	VII		
Accumulation	17	VII	5	
Defined	16	VII	1	
Lists	17	VII	3	
Semiautomatic Stations	60	XI	9	
Seniority	16	VII		
Seniority Defined	16	VII	1	
Separation Allowance	81	XVII		
Shift Employees	56	XI	3	
Shift Preference	59	XI	7(c)	
Local Union President	161			15
Operations	197			41
Procedures	159			14
Sick Leave Benefits	70	XIII		
Amount of	70	XIII		
Standby Allowance	44	X	6	
Starting Rate	76	XV	2	
Strikes				
No Strike Clause	2	I	1	
Unauthorized	2	I	1	
Substation Construction				
Employee Headquarters Changed ..	46	X	8	
Successor Clause	4	II	5	
Sunday Premium	64	XI	16	
Telephones—Use of, Employee	50	X	12	
Temporary Promotions	80	XV	14	
Temporary Transfers	19	VII	6	
Temporary Upgrading	78	XV	9	
Temporary Vacancies				
Laid Off Employees	36	VII	19	
Time Off for Union Business				
(Over 30 Days)	25	VII	12	
Tools Furnished	52	X	21	
Total Disability (Workers' Comp)	73	XIII	3	
Training School Expenses	153			10
Transfer				
Ineligibility	17	VII	10	
Lower Rated Jobs	20	VII	7(b)	

	Page	Article	Section	Appendix
Transfer				
Postings/Filling Vacancies	21	VII	9	
Promotions.....	19	VII	7	
Refusal of.....	24	VII	10	
Return Rights.....	20	VII	7(c),10	
Seniority.....	17	VII	5,6	
Temporary or Regularly Assigned...	78	XV	10	
Travel Time.....	45	X	7	
Traveling Repair Crews Assignment				
Methods.....	151			9
Union Membership.....	3	II	3	
Vacation.....	64	XII		
Allowance in Lieu of.....	66	XII	4	
Amount	64	XII	2	
Deferral	69	XII	9	
Holiday During	68	XII	5	
Illness.....	68	XII	6	
In Lieu of Sick Benefits.....	65	XII	3	
Scheduling	68	XII	7	
Wage Rate Ranges.....	98			Exhibit A
Wage Rates—Job Titles	75	XV	1	
Wages and Paydays	75	XV		
Weekday Daytime Employees	61	XI	11	
Workers' Compensation				
(Disabled Employee), Wages.....	79	XV	13	
(Total Disability)	73	XIII	3	
Working Schedules				
Changes.....	60	XI	8	
Coal Crews	58	XI	6	
Combination Relief Employees.....	57	XI	4	
Customer Services Employees.....	58	XI	7(a)	
Daytime Employees	61	XI	11	
Local Service Workers.....	61	XI	10	
Maintenance Employees.....	57	XI	5	
Material Services Employees.....	58	XI	7(b)	
Non-rotating.....	59	XI	7(c)	
Semiautomatic Stations.....	60	XI	9	
Shift Employees.....	58	XI	3	
Weekday Daytime Employees.....	61	XI	11	
Work Limitations.....	75	XIV	1	

CROSS REFERENCE

Article and Section	Cross Reference
Article VII Section 4	Appendix Letters 3 and 40
Article VII Section 5	Appendix Letter 25
Article VII Section 7	Appendix Letter 41
Article VII Section 8	Appendix Letter 4
Article VII Section 9	Appendix Letters 25 and 42
Article VII Section 13	Appendix Letter 5
Article VII Section 17	Appendix Letters 24, 25, 46, and 50
Article VII Section 21	Appendix Letter 5
Article X Section 7	Appendix Letter 6
Article X Section 9	Appendix Letters 6, 7, 7 (a), 8, 8 (a), and 10
Article X Section 10	Appendix Letters 26 and 31
Article X Section 10 (h)	Appendix Letter 31
Article X Section 13	Appendix Letter 27
Article X Section 24	Appendix Letter 9
Article X Section 25	Appendix Letter 13
Article XI Section 3 (b)	Appendix Letter 41
Article XI Section 7 (b)	Appendix Letter 28
Article XI Section 7 (c)	Appendix Letter 14
Article XI Section 8	Appendix Letter 28
Article XI Section 11	Appendix Letter 28
Article XIII Section 1	Appendix Letters 5 and 16
Article XIII Section 2	Appendix Letter 5
Article XIII Section 6	Appendix Letter 17
Article XV Section 1	Appendix Letter 19
Article XV Section 7	Appendix Letters 18 and 20

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into by and between the Consumers Energy Company, hereinafter referred to as the "Company," and the Utility Workers Union of America, AFL-CIO, formerly known as the Utility Workers Union of America (affiliated with the Congress of Industrial Organizations), and its Michigan State Utility Workers Council, representing all of its local unions among the employees of the Company, hereinafter individually and collectively referred to as the "Union,"

WITNESSETH that:

WHEREAS, the very existence of the Company is conditioned and dependent upon the faithful carrying out of its obligations and responsibility in serving the public, and

WHEREAS, this responsibility to the public is the responsibility of both the employees and the Company, and requires that any dispute arising between the employees and the management be adjusted and settled in an orderly manner without interruption of service to the public, and

WHEREAS, both parties hereto recognize the responsibility of service to the public, and

WHEREAS, both parties hereto desire to enter into an Agreement which will eliminate any reason for strikes, stoppages of work or lockouts during the term of such Agreement and during any period while negotiations are in progress between them for any change or renewal of this Agreement,

NOW, THEREFORE, for and in consideration of the premises and promises and Agreements Hereinafter contained, it is agreed that:

ARTICLE I

General Obligations

Section 1. There shall be no picketing, strikes, concerted failure to report for work, slowdowns or stoppages of work, nor any lockouts, during the terms of this contract, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

Section 2. The Company agrees, as part of the consideration of this Agreement, that neither the Union, its officers or official representatives, shall be liable for damages for unauthorized picketing, strikes, concerted failure to report for work, slowdowns or stoppages of work, if:

- (a) The Union gives written notice to the Company and the employees involved within twenty-four (24) hours of such action, that it has not authorized the stoppage, strike, slowdown or suspension of work, and such written notice directs the employees involved to return promptly to their jobs and cease any further violation of this Agreement; and if
- (b) The Union at the same time authorizes the Company to give such further publication of such notice as in the sole judgment of the Company appears desirable.

It is recognized that the Company has the right to take disciplinary action, including discharge, against any employee who is responsible for or participates in a breach of a provision in Section 1 hereof, whether or not the Union gives the notice provided in this Section.

ARTICLE II

Recognition

Section 1. The Union has been certified by Order of the National Labor Relations Board dated June 13, 1944 (Case No. 7-R1599), as amended, to which certification reference is hereby made, as the exclusive representative of all of the Company's employees, except general and assistant general foremen, outside crew foremen, plant supervisors, and any other supervisory employees with the authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees, or effectively recommend such action, office employees,

office building janitors and watchmen, plant watchmen, customer account representatives, connected load inspectors, electrical, mechanical and civil engineers, efficiency men, junior engineers, draftsmen, surveyors, chemists, architects, temporary employees hired for specific jobs (ie, other than those listed in Exhibit "A"), and for not more than six months, part-time local servicemen and local servicemen who do not perform mechanical work in the regular course of employment, and storekeepers with supervisory power who do not ordinarily do mechanical work, but including watchmen other than those excluded above, load dispatchers, meter readers, bill distributors, plant janitors, and storekeepers other than those excluded above, and the Company agrees to recognize the Union, as the sole and exclusive bargaining agent, through its duly accredited officers and representatives, in respect to rates of pay, wages, hours of employment, and all other conditions of employment for such employees.

Section 2. Unless this Agreement otherwise indicates, the words "employee" or "employees", as used herein refer to the person or persons in the Company's employ, other than persons hired under the provisions of the Temporary Employment Agreement or any successor Agreement, for whom the Union has been designated as the exclusive bargaining representative, by the provisions of the Certification Order referred to in Section 1 of this Article. Wherever the masculine pronoun is used in this Working Agreement it shall mean or include the feminine pronoun where applicable.

Section 3. The National Labor Relations Board, having certified on April 14, 1948, that the Union is authorized to make an Agreement containing such provisions, it is understood and agreed between the parties hereto that:

- (a) All employees who are, upon the execution of this Agreement included within the Bargaining Unit, and those who later become members of the Union, shall meet their financial obligations to the Union, uniformly required, until the expiration of this Agreement, or until they cease to be members of the Bargaining Unit, except as hereinafter provided.
- (b) Each new employee for whom the Union has been designated as the exclusive bargaining representative shall, as a condition of employment, become a member of the Union and pay to the local union the initiation fee it has

established prior to the effective date hereof within 30 days from his first day of employment.

- (c) Any member who shall become more than one month in arrears in the payment of his Union dues shall be subjected to such disciplinary action as may be agreed upon by the Company and the Union. The Union agrees not to discriminate against an employee on any grounds other than failure to pay the periodic dues and the initiation fees uniformly required as a condition of acquiring or retaining membership.

Section 4. The Company will deduct from the wages of those employees who authorize it to do so in writing in the form agreed to by the Company and the Executive Board of the Michigan State Utility Workers Council, reasonable weekly dues, uniformly applied, as Union dues for the duration of such authorization. Dues deductions shall be made from the wages payable each Friday and the accumulated amount shall be remitted to the Michigan State Utility Workers Council on or about the tenth of each month. If an employee has no earnings during a week, the dues which would have been deducted that week shall be deducted in the next week during which he has earnings, except that at the end of a six-week period of no earnings the Executive Board of the Michigan State Utility Workers Council shall be notified and the Company will not deduct from subsequent earnings the accumulated unpaid dues. Dues deductions shall commence in the second week next succeeding the week during which the Company is given written authorization.

Section 5. The provisions of this Agreement shall be binding not only upon the Company, but upon its successors and assigns. The Company shall make it a condition of the sale or transfer that the successors or assigns shall be bound by the terms of this Agreement. A copy of such a sale or transfer agreement shall be provided to the Union after its execution.

ARTICLE III

Grievance Procedure

Section 1. Should any difference arise between any employee or employees and the Company as to the meaning or application of the terms and provisions hereof, such differences should

normally be adjusted by direct contact between the employee or employees and his or their immediate supervisor. Where any such difference is not or cannot be adjusted in the normal way, the employee or employees involved may refer the difference to his or their authorized local union representative, who shall endeavor to settle the difference informally with the immediate supervisor. The Union and the Company believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible. If not so settled, it shall be formally disposed of in the following manner:

Step 1. The difference (hereinafter referred to as the grievance when placed in writing) shall be promptly placed in writing by the authorized representative or representatives of the local union and submitted to the designated Company representative. Such designated Company representative shall thereupon agree to a meeting for the consideration of the grievance at the earliest agreeable time not later than five days after he shall have received the grievance. In the event the designated Company representative cannot meet with the Grievance Committee within that time, there shall be present a representative designated by him with full power and authority to settle the grievance. No grievance so presented will be adjusted without a union representative being present. If a grievance is not presented to the designated Company representative within three months of its occurrence, it will be understood that it no longer exists. However, no claim for retroactive adjustment shall be made prior to 25 days immediately preceding the first submission of such grievance.

Step 2. If the grievance is not settled in Step 1, the Local Union Grievance Committee shall, within five days after the completion of the meeting or meetings referred to in Step 1, submit the grievance to the designated Company representative, who shall, as promptly as possible, but within five days after the grievance is submitted to him, meet with that committee and endeavor to settle the grievance. In the event the designated Company representative cannot meet with the Grievance Committee within that time and at the place desired, there shall be present a representative designated by him with full power and authority to settle the grievance. If a grievance is not submitted to the designated Company

ARTICLE III

representative within the time specified above, it will be understood that it no longer exists.

Section 2. Each local union will furnish the appropriate Human Resource Representatives with the names of its authorized representatives and members of its Local Union Grievance Committees, and such changes as may occur from time to time in such personnel, so that the Company may at all times be advised as to the authority of the individual representatives of the local union with which it may be dealing. The Company will in return through its appropriate Human Resource Director keep the respective local unions advised as to its designated representatives, and such changes as may occur from time to time in such representatives.

Section 3. Either of the parties hereto may have present at the meetings provided in Steps 1 and 2 of Section 1 hereof, any person or persons it may consider necessary to the proper consideration and settlement of the grievance. It is the desire of all parties to keep such representation at a minimum and the number of employees, designated by the local union through its President, who shall suffer no loss of their straight-time pay while attending such meetings will be limited to five. Reasonable time shall be set aside for the holding of such grievance meetings. In the event attendance at any meeting referred to in Section 1 hereof does not require an employee to leave the municipality in which he works or its immediate surrounding vicinity, he shall suffer no loss of his straight-time pay. Further, in the event attendance at any meeting referred to in Section 1 hereof requires the Local Union President, or other local union officer designated by the Local Union President if the Local Union President is absent from work, on vacation pursuant to Article XII, due to illness or injury covered by Section 1, 2 or 3 of Article XIII, or on Union business without pay, to travel between local operating headquarters within the jurisdiction of his local union, he shall suffer no loss of his straight-time pay for the reasonable time necessary for such travel and attendance at such meeting. In no event, however, shall an employee leave his job for such purposes without prior consent of his immediate supervisor.

Section 4. Either a local union representative or Local Union President may investigate a difference not resolved informally with the immediate supervisor or grievance referred to in Section 1 hereof. If the investigation does not require a local union representative to leave the municipality in which he works or its im-

mediate surrounding vicinity, or if the investigation of any grievance is by the Local Union President and does not require him to leave the jurisdiction of his local union, he shall suffer no loss of his straight-time pay. The Local Union President may designate one local union officer to perform such investigation on behalf of the Local Union President if he is absent from work because of (a) vacation, pursuant to Article XII, (b) illness or injury covered by Article XIII, Section 1, 2 or 3, or (c) union business without pay. Time for such investigation without loss of pay shall not exceed an aggregate of one hour. Provided, however, that if such investigation requires the Local Union President, or his designee if applicable, to travel between local operating headquarters within the jurisdiction of his local union, he shall suffer no loss of his straight-time pay for the reasonable time necessary for such travel.

In no event, however, shall an employee leave his job for any of the above purposes without the prior consent of his immediate supervisor. Prior to permitting such employee to see another supervisor, the immediate supervisor will ascertain whether the supervisor whom the employee wishes to see is available. It is understood that the supervisor whom the Bargaining Unit employee wishes to see will meet him if available. If such supervisor is not then available he will meet the employee not later than midshift of the next day on which the supervisor is at work.

More than one difference or grievance arising from the same incident shall be considered a single difference or grievance for purposes of this Section. Furthermore, the employee shall obtain the approval of his immediate supervisor prior to such investigation.

Section 5. Each party, through one of its representatives, shall prepare a written summary of its position on each grievance discussed at any meeting referred to in Steps 1 and 2 of Section I, hereof, preferably before adjournment of such meeting but not later than the end of the following day. Copies thereof shall be provided each party.

Section 6. Should a grievance arise between the local union and the Company that cannot be adjusted through normal grievance procedure as provided for in this Article, because such grievance involves matters that affect other employees as a group, or matters concerning Company policy, the designated Company representative and the local union may, by agree-

ment, bypass Steps 1 and 2 of the Grievance Procedure as provided for in Section 1 of this Article and submit the grievance or grievances directly to a final conference as provided for in Section 7 of this Article. Whenever grievances are pending at different locations of the Company but involving the same complaint, the Union, by written notice to the Company through the Executive Board of the Michigan State Utility Workers Council, may consolidate such grievances for the purpose of processing through Steps 1 and 2 of the Grievance Procedure, whereupon the processing of such consolidated grievances through Steps 1 and 2 at any one location of the Company shall suffice for all the grievances so consolidated.

Section 7. In case of final disagreement between the representatives of the local union and the Company in relation to any grievance, as provided in Section 1 hereof, the same may be referred by either party within 30 days of the completion of the meeting referred to in Step 2, to a final conference between the Executive Board of the Michigan State Utility Workers Council, and the Company's Manager of Labor Relations, or someone delegated by him. If such a conference is requested on or before the first day of any calendar month, the conference will be held not later than the last day of the same month and if the request for a conference is made subsequent to the first day of the month, the conference will be held not later than the last day of the next succeeding month. The Company will advise the Executive Board of the Michigan State Utility Workers Council of its decision with respect to each grievance referred to such conference for discussion by written notification mailed within ten days after such conference. The Executive Board of the Michigan State Utility Workers Council may thereafter refer the grievance to arbitration by written notification to the Company. A grievance filed during the term of this Working Agreement for which a Final Conference answer is received by the Union by December 31 will be understood to no longer exist unless written notification to the American Arbitration Association referring the grievance to arbitration is received by the Company by June 1 of the ensuing year.

Section 8. The Company reserves the right at all times to discipline employees and to suspend and remove them from their jobs for such purposes:

- (a) In disciplining employees the Company shall disregard letters of discipline which were issued two or more years prior to the latest occurrence of disciplinary action.

- (b) Letters of discipline dated more than two years prior to the latest disciplinary action will be permanently removed from the employee's personnel file prior to its release by the Human Resource Department.
- (c) The Company will advise the Local Union President or his designated representative of the circumstances which led to suspension for investigation or disciplinary action not later than the end of the next workday of the affected employee and will discuss the matter with a local union officer or officers upon request. If practicable, the Company will advise the Local Union President or his designated representative prior to the imposition of disciplinary action.
- (d) If an employee is demoted, discharged or suspended for cause by the Company, the Executive Board of the Michigan State Utility Workers Council (hereinafter in this Subsection (d) "Executive Board") may, file a grievance with the Company within 20 days of the date the employee is demoted, discharged or suspended for cause. If an employee has been suspended for investigation for seven days, the Executive Board may at any time thereafter for the duration of such suspension for investigation, file a grievance alleging that the Company did not have, or no longer has, reasonable grounds for such suspension for investigation. It is recognized by both parties that such grievances should be settled at the earliest possible time and take precedence over grievances of a different nature. Therefore, if requested by the Executive Board, an employee who has been demoted, discharged or suspended for cause or suspended for investigation shall have the right to a prompt hearing on such charges before the President, or someone delegated by the President to represent him at such hearing, and, except as set forth in Subsection (e) of this Section, may not utilize the procedure outlined in Article III, Sections 1 through 7, for negotiating other grievances. In the event the investigation of any such grievance, or attendance at a discussion provided in Subsection (c) of this Section, does not require an employee to leave the municipality in which he works or its immediate surrounding vicinity, he shall suffer no loss of his straight-time pay.

If the President or his representative sustains the grievance in whole or in part, the employee or employees involved shall sustain no loss of contract benefits other than loss of pay, and as to loss of pay the President or his representa-

tive shall be free to make such decision as he shall deem justified under the circumstances. Likewise, if an employee is thus found to have been unjustly demoted and is placed in a higher rated job than the one to which he was demoted, he shall be compensated for the difference between the straight-time pay for the two jobs.

The Executive Board submits a grievance under this Section 8(d), on behalf of an employee who has been discharged, it may at that time notify the Company in writing that arbitration of the grievance is desired. In such event there will be no hearing before the President or his representative.

- (e) Notwithstanding the provisions of Section 8(d) above, an employee who has been demoted, suspended for cause or suspended for investigation, instead of following such procedure, may, with the consent of his local union, process a grievance concerning such demotion, suspension for cause or suspension for investigation in accordance with the provisions of Article III, Section 1; except that if such a grievance is referred to arbitration by the Executive Board of the Michigan State Utility Workers Council, it will be treated in accordance with the arbitration provisions of this Article III, Section 8 and the written notification of the decision of the Company after final conference will be treated as the decision of the President or his representative for purposes of Article III, Section 8(f).
- (f) If no settlement of the grievance can be obtained by the method set forth in Section 8(d) or (e) above, the Union (through the Executive Board of the Michigan State Utility Workers Council) may, within one month of the date of mailing of the decision of the President or his representative, notify the Company in writing that arbitration of the grievance is desired. If such notice is not received by the Company within that period of time, it will be understood that the grievance no longer exists. The case will be submitted to the Chairman of the Arbitration Board, selected in accordance with Section 8(g) below, within ten days following receipt of such written notification or within 20 days if the Executive Board of the Michigan State Utility Workers Council has submitted a request for arbitration at the time the grievance is submitted. During such 10- or 20-day period, whichever is applicable, each party shall appoint one representative to act as its arbitrator and shall notify the

other party in writing of such appointment. Hearings will be held as soon as possible on dates selected by the Chairman of the Arbitration Board after consultation with the parties.

The Arbitration Board, consisting of the Chairman and two members appointed as herein provided, shall hear the evidence and render its decision thereon within 20 days from the close of hearings, unless the time is extended by the Arbitration Board for an additional time agreeable to the parties, and the majority decision of the Arbitration Board shall be final and binding upon both parties and upon all persons affected thereby. If the Arbitration Board sustains the grievance in whole or in part, the employee or employees involved shall sustain no loss of contract benefits other than loss of pay, and as to loss of pay the Arbitration Board shall be free to make such decision as it shall deem justified under the circumstances.

- (g) The Chairman of the Arbitration Board shall be appointed by the parties to be Chairman of the Arbitration Board for all cases which arise under this Section. He shall hear all cases pending under this Agreement at the time of his appointment, for which no other arbitrator has been selected by agreement of the parties, and all cases submitted to him during the term of his appointment and prior to receipt of notice of termination of his services. The Chairman shall serve for the duration of this Agreement except that either the Executive Board of the Michigan State Utility Workers Council or the Company may terminate his services at any time upon written notice to the other party and to the Chairman. Vacancies in the office of Chairman will be filled by agreement between the Executive Board of the Michigan State Utility Workers Council and the Company. However, if the parties are unable to agree within 20 days after a vacancy occurs, the Chairman will be separately selected for each case in accordance with the then existing rules of the American Arbitration Association. In such event the parties shall submit each case to American Arbitration Association within ten days after the expiration of the foregoing 20 days, or 20 days after receipt by the Company of notice that arbitration is desired, whichever is later.
- (h) The compensation and expenses of the Chairman, if any,

ARTICLE III

and the incidental arbitration expenses shall be borne equally by the parties. Hearings will be held in Jackson, Michigan, except that the parties may agree upon a different meeting place. However, the Company may designate the place of hearing within the State of Michigan by bearing the expense of such meeting place and the expenses incurred by the Chairman for meals, lodging and travel while attending the place of hearing so designated by the Company.

Section 9. If the Company discharges a probationary employee, it will advise the Local Union President of the circumstances which led to the discharge by the end of the next workday of the affected employee. The discharged employee may, within five days of his discharge, file a written request through the Local Union President, for a hearing before the Area Manager, Plant Superintendent or General Office department head, or someone delegated by such Company representative. It is recognized by both parties that such grievance should be processed at the earliest possible time and take precedence over grievances of a different nature. A maximum of three authorized local union representatives, designated by the local union through its President, shall suffer no loss of their straight-time pay while attending such a hearing, providing attendance does not require either of such employees to leave the municipality in which he works or its immediate surrounding vicinity. Further, if the attendance at such hearing does not require the Local Union President to leave the jurisdiction of the local union, he shall suffer no loss of his straight-time pay. Neither shall the Local Union President suffer any loss of his straight-time pay if such hearing is held outside of his local union jurisdiction if the discharged probationary employee is a member of his local union. Action by the Company representative or his delegate shall not be subject to dispute by the Union or to arbitration.

Section 10. It is understood that the number of days used as the length of time allowable in Articles III and IV are exclusive of Saturdays, Sundays and holidays.

Section 11. The Executive Board of the Michigan State Utility Workers Council shall furnish the Company's Labor Relations Department a description of the presently existing jurisdictions of the Local Union Presidents.

Section 12. For the duration of this Agreement, the President of

the Michigan State Utility Workers Council and the Manager of Labor Relations, in an effort to improve the operation of the Grievance Procedure, by mutual agreement in writing, may make trial changes in the Grievance Procedure. Such changes will have the effect of amending the Grievance Procedure provisions of this Agreement during the time such changes are in effect. The Company or the Union may terminate any such trial changes through written notice of such termination effective upon receipt of such notice by the other party. Such termination will not affect the validity of anything which occurs as a result of the trial procedure during the period it is in effect.

ARTICLE IV

Arbitration

Section 1. Except as provided in Article III, Section 8 or 9, if any grievance or grievances cannot be settled under the provisions of Article III hereof, either the Company or the Union (through the Executive Board of the Michigan State Utility Workers Council) may, within the time permitted by Section 7 thereof, give the other notice that arbitration of such grievance or grievances is desired.

- (a) Within 20 days following receipt of such written notification, the Executive Board of the Michigan State Utility Workers Council or the Company shall submit the grievance or grievances to the Chairman of the Arbitration Board appointed by the parties. During such period, each party shall appoint one representative for each grievance to act as its arbitrator and shall notify the other party in writing of such appointment. Arbitration Boards, consisting of the Chairman and two other members, selected as hereinabove provided, shall hear all cases pending under this Agreement at the time of the Chairman's appointment, for which no other arbitrator has been selected by agreement of the parties, and all cases submitted to the Chairman during the term of his appointment. The Chairman shall serve for the duration of this Agreement except that either the Executive Board of the Michigan State Utility Workers Council or the Company may terminate his services at any time upon written notice to the other party and to the Chairman. In such event Arbitration Boards chaired by the Chairman shall render decisions in only

ARTICLE IV

those cases upon which hearings have begun prior to receipt of notification of termination of the Chairman's services. Vacancies in the office of Chairman will be filled by agreement between the Executive Board of the Michigan State Utility Workers Council and the Company. However, if the parties are unable to agree within 20 days after a vacancy occurs, an arbitrator will be separately selected for each case in accordance with the then existing rules of the American Arbitration Association. In such event the parties will submit each grievance to the American Arbitration Association within ten days after expiration of the foregoing 20 days, or 20 days after receipt by the Company of notice that arbitration is desired, whichever is later.

- (b) The Arbitration Board, consisting of three members, shall hear the evidence in the case submitted and render its decision thereon within 20 days from the close of hearings, unless the time is extended by the Arbitration Board for an additional time agreeable to the parties but not to exceed ten additional days and the majority decision of the Arbitration Board shall be final and binding upon both parties and upon all persons affected thereby.

Section 2. No Arbitration Board shall have the power to change any of the provisions of this Agreement.

Section 3. Except as provided in this Agreement, the arbitration and the arbitration hearings will be conducted in accordance with the then existing rules of the American Arbitration Association to the extent such rules are applicable. Each of the parties hereto shall bear the expense of preparing and presenting its own case and the expense of its own arbitrator. The compensation and expenses of the Chairman or third arbitrator, if any, and the incidental arbitration expenses shall be borne equally by the parties. Hearings will be held in Jackson, Michigan, except that the parties may agree upon a different meeting place. However, the Company may designate the place of hearing within the State of Michigan by bearing:

- (a) The expense of such meeting place.
- (b) The expenses incurred by the Chairman, Alternate Chairman, or third arbitrator as the case may be, for meals, lodging and travel while attending the place of hearing so designated by the Company.

- (c) The amount by which the reasonable expenses for meals, lodging and travel of members of the Executive Board of the Michigan State Utility Workers Council attending such a hearing exceed the expenses which would have been reasonably incurred by them for such purposes if the hearing had been held in Jackson, Michigan.

Section 4.

- (a) By agreement the parties may appoint up to two "Alternate Chairmen" of the Arbitration Board. An Alternate Chairman so appointed will serve for the duration of this Agreement except that either the Executive Board of the Michigan State Utility Workers Council or the Company may terminate his services at any time upon written notice to the other party and to the Alternate Chairman. In the event a party terminates the services of an Alternate Chairman, Arbitration Boards upon which he has been designated to sit will render decisions in only those cases upon which hearings have begun prior to receipt of notification of termination of his services. However, termination of the services of the Chairman will not affect the power to decide a case of a Board of Arbitration for which an Alternate Chairman has been designated by the Chairman prior to notification to the Chairman of termination of his services.
- (b) The Chairman may, by notifying the parties in writing, designate one of the Alternate Chairmen to serve as Chairman of the Arbitration Board for any case submitted to him unless both parties object. The majority decision of such an Arbitration Board will have the same binding effect as the majority decision of an Arbitration Board chaired by the Chairman.

Section 5. The parties, by agreement, may choose to utilize some procedure other than that set forth in this Agreement for a specific case or cases. In such event any procedure agreed upon by the parties in writing for such case or cases will prevail.

ARTICLE V

Rights and Responsibilities of the Management

Section 1. It is agreed that the management of the Company, the supervision of all operations, the control of the property, and the composition, assignment, direction and determination of the size of the working forces belong to and are vested in the Company, except as they may be otherwise specifically limited in this Agreement.

ARTICLE VI

Layoffs

Section 1. All regular employees will receive full-time employment, provided they report for duty on their assigned schedules, in accordance with the terms and conditions of this Agreement, and are in condition to perform their work. This Section is not to be interpreted as meaning, however, that the Company does not have the right to lay off or release employees at any time on account of lack of work, or for other valid reasons, with reasonable advance notice. It is, therefore, agreed that regular full-time employees may be laid off or released at any time, on not less than two weeks' or ten work-days' notice. The Company will notify the Local Union President as to the approximate date of contemplated layoffs. It is also agreed that employees shall give the Company at least one week's or five workdays' notice before quitting their jobs.

ARTICLE VII

Seniority

Section 1. Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to preference in layoffs, rehiring and promotions, as provided for in this Agreement. The seniority status of each present employee shall be that which has been established by the rules which have been in effect prior to the execution of this Agreement, and as shown on seniority lists posted from time to time on the Company's bulletin boards. It shall hereafter accrue

and be applied in the manner provided for in this Article.

Section 2. The term "occupational group" as used herein, is defined as meaning all employees who are engaged in definitely similar occupations and who are regularly assigned to the same plant, substation or other local operating headquarters of the Company, as more specifically set forth in Exhibit A hereof.

Section 3. Seniority lists setting forth the seniority status, bargaining unit continuous service, and job classification of all employees in each occupational group covered by this Agreement shall be posted by the Company in places accessible to all affected employees reporting to each local operating headquarters. Such lists will be furnished to the Local Union President as soon as practicable after the date of posting. Said lists shall be posted within the months of January, April, July, and October and remain so posted and be brought up to date at intervals of three months each.

Section 4. (App. Ltrs. 3 & 40) All new employees will be considered probationary until they accumulate 90 days of continuous service and the Company shall have the exclusive right to transfer or discharge them at any time during this period of probationary service. Unless otherwise specifically limited in this Agreement, however, probationary employees shall receive all the benefits accruing to regular employees. Upon completion of such probationary service, each new employee shall be added to the seniority list of the occupational group to which he is then assigned, as of his first day of employment. When two or more employees are hired or transferred on the same day and have equal seniority in the occupational group to which they are assigned, the seniority of each for purposes of promotion or release for lack of work shall be determined by the time of day employment or transfer is acknowledged by the employee and so recorded on the employment record. Persons employed from time to time for specific temporary jobs, (i.e., other than those included in Exhibit "A"), and for less than six months on each occasion, will not acquire seniority rights, even though they may work a total of more than six months for the Company.

Section 5. (App. Ltr. 25) As long as an employee is assigned to an occupational group, his seniority will accrue in that group.

(a) If he is transferred to another occupational group within Energy Supply or within Energy Distribution, whichever is

ARTICLE VII

applicable, his seniority shall be governed by the following rules:

- (1) He shall continue to accrue seniority in the occupational group from which he is transferred for a period of six months. If he is transferred as a result of the application of the provisions of Article VII, Section 9, he will be considered to have been transferred on the last date of the posting.
- (2) At the end of the six-month period, he shall accrue seniority in his new occupational group effective as of the date of his transfer from his former occupational group. If, however, he had established seniority in his former occupational group at the time of his transfer, his seniority in his new occupational group shall accrue as of three months prior to the date of his transfer. This three months' preferential seniority can only be exercised in this occupational group.
- (3) He shall retain seniority in a former occupational group until his accrued seniority in his new occupational group, excluding the three months' preferential seniority described in Subsection 2, equals the seniority he had in his former occupational group, or he has been out of a former occupational group for a period of time equal to his seniority in that group, at which time all of his seniority in that former occupational group shall be cancelled.
- (4) When a new occupational group is established, an employee with seniority in any occupational group who is transferred into the new group within the first six months of the new group's existence will be given seniority (in the new job title assigned) in the new occupational group equivalent to that which he had accrued in the group from which he is transferred.
- (5) If two or more occupational groups are combined (or integrated) by the Company into one occupational group, each affected employee will be given seniority in the new occupational group equivalent to that which he had acquired in the occupational group to which he was assigned immediately preceding the combination (or integration), plus any seniority he had acquired in any other occupational group being combined (or integrated) into the new occupational group.

(b) If he is transferred to another occupational group except as provided in Subsection (a), his seniority shall be governed by the following rules:

- (1) He shall continue to accrue seniority in the occupational group from which he is transferred for a period of three months. If he is transferred as a result of the application of the provisions of Article VII, Section 9, he will be considered to have been transferred on the last date of the posting.
- (2) At the end of the three-month period, his seniority in his former occupational group(s) shall be cancelled and he shall accrue seniority in his new occupational group effective as of the date of transfer from his former occupational group. If, however, he had established seniority in his former occupational group at the time of his transfer, his seniority in his new occupational group shall accrue as of three months prior to the date of his transfer. This three months' preferential seniority can only be exercised in this occupational group.
- (3) When a new occupational group is established, an employee with seniority in any occupational group who is transferred into the new group within the first six months of the new group's existence will be given seniority (in the new job title assigned) in the new occupational group equivalent to that which he had accrued in the group from which he is transferred.

Section 6. When an employee is temporarily transferred from the occupational group in which he is regularly employed to another location in the Company's property, his seniority will continue to accumulate in his regular occupational group while he is temporarily working elsewhere.

Section 7. (App. Ltr. 41)

- (a) The Company will make promotions within each occupational group, as described in Article VII, Section 2, available on a seniority basis to its employees who possess the general qualifications applicable to all jobs as well as the special qualifications and experience established in the Job Manual for the job under consideration. If it should become necessary, in making a promotion to bypass an employee's seniority, the Company shall discuss the matter with authorized local union representatives in an attempt to arrive at

an agreement thereon before such bypass is made. The seniority provisions of this Section shall not apply to the filling of temporary vacancies on a day-to-day basis for less than five days when it is impractical to do so. Once an employee has been bypassed (after the required discussion of the matter with authorized local union representatives), it will not be necessary during the ensuing year for the Company to discuss the matter with the local union before bypassing the employee for the same kind of promotional opportunity, unless an authorized local union representative has notified the Company in writing that the employee wishes again to be considered for the job.

- (b) An employee may file an application for reassignment to a specific lower rated job in his present occupational group with the appropriate Human Resource Representatives. When a vacancy, excluding a temporary vacancy of less than 90 days, in such job is filled by the Company, the senior applicant will be reassigned to the lower rated job provided such reassignment will not adversely affect the ability of the Company to meet the needs of the service and such employee possesses the general qualifications applicable to all jobs as well as the special qualifications and experience established in the Job Manual for the job under consideration. If such employee is reassigned to a lower rated job, he shall be paid the Standard Rate for such lower rated job. The Company need not grant such employee any of the rights provided in this Section for a period of one year from the date of reassignment. Further, the honoring of such a request by the Company shall not constitute grounds for a grievance by an employee in a lower rated job in the occupational group.
- (c) An employee promoted in accordance with the provisions of subsection (a) of this section, may request to return to his former position at any time during the three month period starting with the date of his promotion. If the needs of the service permit, the employee shall be allowed to return to his former position as soon as practicable without any other prejudice or other loss of any rights or privileges. Any other employee affected by the return of such employee likewise may be required to return to his former position. The rate of pay for an employee who returns to his former position under this provision will be the rate received by him at the time of promotion, adjusted to current rates.

Section 8. (App. Ltr. 4)

- (a) An employee may be promoted or transferred to a supervisory or other position not covered by this Agreement on a temporary or other than a temporary basis and he shall continue to accrue seniority in the occupational group from which he is promoted or transferred. If an employee is so promoted or transferred for more than 120 regular daily work periods (excluding full days of sick leave, vacation, or any regular daily work periods the employee was so promoted or transferred prior to January 1, 1992) in any twelve month period, the seniority of the employee shall terminate. If, however, he returns to his former occupational group before his seniority is terminated, he shall be reinstated to his former job and the regular rules of seniority will prevail for employees below him on the seniority list.

Effective July 1, 1996, the provisions of this subsection (a) and Article X, Section 16 shall no longer be applicable, except in the case of promotions or transfers effective before July 1, 1996.

- (b) Effective July 1, 1996, the Company will not make temporary promotions to a supervisory or other position not covered by this Agreement. An employee promoted or transferred effective on or after July 1, 1996 to a supervisory or other position not covered by this Agreement on other than a temporary basis shall continue to accrue seniority in the occupational group from which he is promoted or transferred, except that his seniority shall cease to accrue and be terminated three months from the date of such promotion. If, however, he returns to his former occupational group before his seniority is terminated, he shall be reinstated to his former job and the regular rules of seniority will prevail for employees below him on the seniority list.
- (c) Once each month from June 1, 1995 to July 1, 1996, the appropriate Human Resource Representative will provide the Local Union President a list of members of the Bargaining Unit who have been temporarily promoted or transferred as provided in this Section.

Section 9. (App. Ltrs. 25 & 42) The Company may transfer any employee from one occupational group to a newly created position or vacancy on its property — provided, however, that no employee shall be so transferred without his consent. The posting of notice of a newly created job or vacancy shall be governed

ARTICLE VII

by the following rules:

- (a) Except as provided in Subsection (d), when the Company fills a newly created job or vacancy, notice of such job or vacancy shall be posted on the same day on all bulletin boards in Energy Distribution and Energy Supply except:
 - (1) A newly created job or vacancy may be posted only in the headquarters in which it exists. In such event, if the newly created job or vacancy is not filled from within that headquarters, it will be posted as provided above.
 - (2) In the case of major additions to the operating force of any plant, only in other plants where employees are engaged in similar work.
- (b) For purposes of this Article employees of General Office departments and Gas T&S shall be considered as though they are in fact part of Energy Distribution.
- (c) A newly created job or vacancy will be filled according to the provisions of Subsection (f) from eligible applicants in the following sequence:
 - (1) Energy Distribution job postings: first, applicants from the headquarters in which the job exists; and second, all other applicants.
 - (2) Energy Supply job postings: first, applicants from the headquarters in which the job exists; and second, all other applicants.
- (d) A newly created job or vacancy need not be posted:
 - (1) If it is a hiring-in job, ie, a job not requiring prior experience as indicated in the Job Manual, or
 - (2) If the provisions of this Section are waived by agreement between the Company and the affected local union through its President in order to expedite the placement of employees described in Article XV, Section 11, 12 or 13.
 - (3) If it is a temporary vacancy of less than 90 days in the job of Meter Reader.
 - (4) If it is a vacancy to be filled in accordance with Article VII, Section 17.
- (e) A copy of the notice that a vacancy exists shall be sent to the appropriate Local Union President at the time the job is posted.

- (f) Such notice shall remain posted for seven days, excluding the first day it is posted, before the job is filled and the Company will whenever possible fill such job from present employees, giving consideration to qualifications for the job and length of continuous service. For purposes of this Section:
- (1) Experience gained by an employee while filling a job temporarily pursuant to Article VII, Section 9(d)(3), or Article VII, Section 19, shall not be considered when filling that job under this Subsection.
 - (2) Continuous service shall be limited to that portion of continuous service the employee has accrued as a member of the Bargaining Unit.
- (g) The Company will not consider a request for transfer from an employee who has not submitted his request for transfer in writing to the Company on or before the seventh day the job is posted, excluding the first day it is posted. If two or more openings are filled on the basis of the same posting, the employees selected will be deemed to have transferred, for seniority purposes, in descending order of continuous service in accordance with the provisions of Subsection (c) of this Section without regard to the actual date that they begin work in their new occupational group.
- (h) Only the following employees are eligible to apply for a posted job:
- (1) An employee assigned to his present occupational group by virtue of exercising a right contained in Section 9(k), Section 17(c), (d), (e) or (f) of this Article, or
 - (2) An employee who has been assigned to his present occupational group for at least six months, excluding preferential seniority.
- (i) If no employee eligible to apply for a posted job submits timely application for such job and it is not filled by the Company within 90 days after the last date of the applicable posting, the Company will repost the job before it hires a new employee to fill the job.
- (j) Employees may file an application for transfer to any specific job with the appropriate Human Resource Representative. Such application will be given consideration when a vacancy exists.

(k) A released employee who has recall rights under Article VII, Subsection 17(k), may request consideration for employment in any posted job that was not available to him at the time he was released. If the job is not filled by a present employee, the released employee, if qualified, will be offered the job. If more than one equally qualified applicant with recall rights applies, first consideration between such applicants will be given to the applicant with the most continuous service in the sequence described in Subsection 9(c) of this Article. If a released employee receives a job through the exercise of this provision, he will be considered to have transferred pursuant to Section 5 of this Article and any rights which he may have had under Subsection 17(j) of this Article will be terminated.

(1) An employee who is selected for transfer to a posted job shall be transferred to such job within 30 calendar days of the employee's selection by the Company if the needs of the service will permit.

Section 10. In the event an employee chooses not to accept promotion or transfer, as above provided, it shall have no effect upon his future opportunities for promotion or transfer. Likewise, should an employee be promoted or transferred and he proves incapable of holding such position, or requests to return to his former position within three months following such promotion or transfer, he shall be allowed to return to his former position without any other prejudice or other loss of any rights or privileges, except that he will be ineligible to apply under Article VII, Section 9(h)(2) for another posted job for a period of six months commencing with the date of promotion or transfer. For purposes of computing the three or six month period, the date of such promotion or transfer shall be the first regular daily work period he is scheduled to work in his new occupational group. Any other employee affected by the return of such employee likewise may be required to return to his former position. The rate of pay for an employee who returns to his former position under this provision will be the rate received by him at the time of promotion or transfer, adjusted to current rates.

Section 11. Any employee who may be called upon to transact business for the Union, which business requires his temporary (not exceeding 30 days in each instance) absence from duty with the Company, shall upon twenty-four hours' notice and permission from the proper representative of the Company, be allowed to be absent from duty without pay, but without the loss of any

seniority rights, for sufficient time to transact such business.

Section 12. An employee who may be elected or appointed to an office in the Union, which election or appointment requires his absence from duty with the Company for an extended period, shall be granted a leave of absence without pay. Likewise, an employee who may be elected or appointed to a political office which requires his absence from duty with the Company for an extended period shall be granted a leave of absence without pay unless in the sole judgment of the Company the responsibilities of the office to which he is elected or appointed include a possible conflict of interest with his employment with the Company. Should he be reelected or reappointed to the same political office, or be elected or appointed to a different political office for an ensuing term, his leave of absence and his employment with the Company shall be terminated as of the date his new term begins. An employee who engages in political activity shall do so as a private citizen and not as a representative of the Company and no campaigning for political office shall be done on Company property or during his working hours. Upon termination of a leave of absence for Union business or political office described in this Section, if the employee is physically qualified and he decides to return to work, he shall be reinstated in his former job including all of his continuous service and seniority rights cumulative to the time of returning to the Company. In such event the regular rules of seniority will prevail for those men below him on the seniority list.

Section 13. (App. Ltr. 5) A temporary leave of absence is an excused absence from work without pay and for a period of not more than 30 days in any calendar year, except absences occasioned by illness or accident. A temporary leave may be granted by the employee's immediate supervisor, or department head, with or without a written confirmation, and provided he can be spared from duty. Such leave need not be reported or reflected in the employee's service record beyond the extent necessary to determine the amount of his paychecks. Such leave of absence may be extended, without the accumulation of seniority during such extended period, for a total absence of not more than six months, with the written approval of the Area Manager, Plant Superintendent, or General Office department head. While on such leave of absence an employee shall not be deemed to have forfeited his accumulated seniority rights, provided that, upon his return to work, he is physically qualified to perform his former duties. If such an employee remains away

ARTICLE VII

for more than six months, or if he accepts other employment during such leave of absence without the specific sanction of the Company, his employment with the Company shall be deemed to have terminated.

Section 14. Any employee with seniority who is injured while on duty shall continue to accumulate seniority during his absence on account thereof and shall be reinstated, upon recovery, to his former position with full seniority rights, provided he is then physically qualified to return to such position. This shall also apply to any employee who may become incapacitated by illness, or by accident while off duty, except that his seniority shall cease to accumulate when his continuous service is terminated in accordance with the provisions of Article VII, Section 16. It is understood that when such an employee returns to work the regular rules of seniority will prevail for those below him on the seniority list.

Section 15. When the Company requires a doctor's report as to the physical condition of an employee, in accordance with the provisions of Sections 12, 13 and 14 of this Article, such examination shall be at the expense of the Company and by a doctor on the Company's approved list of doctors. If the employee is not satisfied with the doctor's determination, he may submit a report from a medical doctor of his own choosing and at his own expense. Should a conflict arise and the employee wishes to do so, the Company doctor and the employee's doctor shall promptly agree upon a third medical doctor to submit a report to the Company and the employee, and the decision of such third party will be binding on both parties. The expense of the third party shall be shared equally by the Company and the employee.

Section 16. As used in this Agreement, the term "continuous service" means continuous service in the employ of the Company and shall consist of the entire period of an employee's employment or the aggregate of separate periods of employment, except as otherwise provided in this Section. The following rules will govern continuous service:

(a) Any time lost from work in excess of 30 days on each occasion shall be deducted from an employee's continuous service, unless:

(1) He is absent from work because of sickness or personal injury (nonoccupational) and he is receiving benefits in accordance with the provisions of Article XIII,

Section 1 or 2, or

- (2) He has completed his probationary period and he is unable to work as a result of an injury arising out of and in the course of his employment with the Company and covered by the Michigan Workers' Disability Compensation Act and he is receiving supplemental pay benefits in accordance with the provisions of Article XIII, Section 3, or
 - (3) He is on an extended leave of absence in accordance with the provisions of Subsection (d), or
 - (4) He is on leave of absence in accordance with the provisions of Article VII, Section 12, or
 - (5) He is on leave of absence to perform military service, provided he is not a temporary employee, or
 - (6) He is absent from work on vacation in accordance with the provisions of Article XII, Sections 7 and 9.
- (b) In addition to any other cause for the termination of an employee's continuous service, such service shall be terminated by his:
- (1) Resignation, or
 - (2) Discharge, or
 - (3) Retirement, or
 - (4) Failure to return to work within the time limits of a leave of absence, an extended leave of absence or for the restoration of seniority. (However, during the period that an employee is unable to work as a result of an injury arising out of and in the course of his employment with the Company and he is receiving weekly Workers' Disability Compensation payments from the Company because of that condition, his continuous service will not be terminated pursuant to the provisions of this Subsection 16(b)(4)), or
 - (5) Absence from work for any reason for more than 30 days on any one occasion and he is a probationary employee.
- (c) Termination of continuous service terminates all of an employee's rights, except rights, if any, under the Group Insurance Plans, Pension Plan, or the Employee Stock Ownership Plan. If an employee's continuous service is

ARTICLE VII

terminated and the employee is subsequently reemployed by the Company, the employee will be considered a new employee in all other respects.

- (d) An employee, except a probationary employee, who is unable to work as a result of a nonoccupational sickness or personal injury shall be granted an extended leave of absence for a period not to exceed one year from and after the last day worked or day for which the employee received sick leave benefits in accordance with the provisions of Article XIII, Sections 1 and 2. Likewise, an employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Company, and covered by the Michigan Workers' Disability Compensation Act, shall be granted an extended leave of absence for a period not to exceed one year from and after the last day worked or day for which the employee received supplemental pay in accordance with the provisions of Article XIII, Section 3. However, an extended leave of absence beyond such time, but not to exceed two years from and after the last day worked or day for which the employee received sick leave benefits or supplemental pay, will be authorized by the Company.

Section 17. (App. Ltrs. 24 25, 46 and 50)

- (a) When the Company reduces or otherwise rearranges its forces, employees shall be released or reduced in rank as provided in this Section, provided that each employee so released or reduced can be replaced by a qualified employee if such replacement is necessary.
- (b) When the Company reduces employees in an occupational group in rank, they shall be reduced in rank in such manner that the employee with the least seniority in each affected classification within the occupational group shall be reduced first.
- (c) When the Company reduces the number of employees in an occupational group, the employees shall be released from the group in such manner that the employee with the least seniority in the occupational group shall be released first. For purposes of this Subsection, the Local Union President or a member of the Executive Board of the Michigan State Utility Workers Council shall be considered to have the most seniority in his occupational group. The procedure will be:

- (1) An employee who is to be so released and who has retained seniority in a former occupational group in accordance with Section 5 of this Article must elect to:
 - (i) return to his former occupational group, or
 - (ii) participate in the remaining benefits of this Section 17(c).

If an employee fails to return to a former occupational group in which a job would have been available to him by so doing, his seniority in the former occupational group shall terminate.

- (2) The names of the employees who are to be released from an occupational group will be placed in a placement group together with the names of all other employees who are to be released from their occupational groups within the local operating headquarters at the same time or who are to be released because of the exercise of rights provided in Subsection (c)(1)(i) of this Section by another employee.
- (3) A job list for the local operating headquarters will be prepared by listing every job vacancy and every job held by a probationary employee in the headquarters. In addition, the jobs of those employees in the local operating headquarters with less continuous service than the employee in the placement group with the most continuous service, will be added to the job list. Employees, other than probationary employees, whose jobs are listed on the job list and who are not already in the placement group will be added to the placement group.
- (4) Prior to the time for release employees whose names appear in the placement group, in order of continuous service with the employee with the most continuous service choosing first, will be given an opportunity to choose a job from the job list effective at the time for release if such job is not being eliminated by the layoff, and subject to the conditions contained in Section 17(g) of this Article. If an employee's regular job remains on the job list at the time of his choice he will be retained in that job and will have no other choice or rights under this Section. An employee in the placement group may elect to be released without

Separation Allowance rather than exercise his rights under this Subsection (c)(4). The Company will furnish each available employee in the placement group a preliminary copy of the job list in advance of the time he will be required by the Company to make a choice from the job list. The Company may furnish a copy of the job list and require an affected employee to rank his choices of such jobs, in order to facilitate operation of this provision.

- (5) If the Local Union President or a member of the Executive Board of the Michigan State Utility Workers Council is in the placement group, he will be deemed to have a continuous service date that is one day preceding the continuous service date of any other employee whose name appears in the placement group for the purposes of Subsection (c)(4) only. If both a member of the Executive Board of the Michigan State Utility Workers Council and the Local Union President appear in the same placement group, the member of the Executive Board will be deemed to have more continuous service than the Local Union President.

- (d) An employee whose name appeared in a placement group pursuant to Subsection (c) of this Section, and who is unable to be placed pursuant to that provision so that he is to be released, may, at the time for release only, subject to the conditions contained in Subsection (g) of this Section, elect to fill a vacancy or replace a probationary employee within Energy Distribution or within Energy Supply, whichever is applicable, provided that no employee within the local operating headquarters of the probationary employee or vacancy has elected to fill such job pursuant to the provisions of this Section. In the event that more than one employee is eligible to fill such job or jobs, the employee with the most continuous service shall have first choice. The Company will furnish each available employee in the placement group a preliminary copy of the job list in advance of the time he will be required by the Company to make a choice from the job list. The Company may furnish a list of such jobs and require affected employees to rank their choices of such jobs in order to facilitate operation of this provision. Except as provided in Subsection (e) of this Section, if an employee chooses not to accept a job avail-

able to him by exercise of his rights hereunder he will be considered to have been released for lack of work as provided in Article XVII and eligible for Separation Allowance, unless he could have accepted a job without being required to move to another location pursuant to Article X, Section 11.

- (e) An employee who is in a placement group pursuant to Subsection (c) of this Section, and whose regular job was not on the job list at the time of his choice under (c)(4) above, may apply to be considered to fill a vacancy or replace a probationary employee anywhere in the Company rather than be released. Such employee, if selected by the Company, shall have no other rights under this article or be entitled to separation allowance. An employee who fills a vacancy or replaces a probationary employee will not be eligible for Separation Allowance.
- (f) If a local operating headquarters is closed, an employee regularly assigned to that headquarters may exercise rights as set forth in this Subsection (f):
 - (1) If he has retained seniority in a former occupational group in which a job is available to him, he may elect to return to his former occupational group or to participate in the remaining benefits of this Subsection (f). If he elects not to return to a former occupational group, and a job would have been available to him by so doing, his seniority in the former occupational group shall terminate.
 - (2) The names of the employees who are to be released from the headquarters will be placed in a special placement group.
 - (3) A special job list for such Energy Distribution or Energy Supply employees, whichever is applicable, will be prepared by listing:
 - (i) every job vacancy excluding vacancies pursuant to Subsection (f)(3)(ii), and every job held by a probationary employee in Energy Distribution or in Energy Supply, whichever is applicable, or in any other local operating headquarters within 60 miles of the local operating headquarters being closed, and
 - (ii) every job vacancy that is created by the transfer of jobs from the headquarters being closed to any

other local operating headquarters.

If the number of jobs on the special job list is smaller than the number of employees whose names appear in the special placement group, jobs filled by those employees with the least continuous service in Energy Distribution or in Energy Supply, whichever is applicable, will be added to the list until the number of jobs on the job list is equal to the number of employees in the special placement group.

The names of employees, other than probationary employees, whose jobs are listed on the special job list will not be added to the special placement group but will, if their jobs are filled by employees from the special placement group, be placed in a placement group within their local operating headquarters pursuant to Subsection 17(c) of this Section.

- (4) Prior to the time for release, employees whose names appear in the special placement group, in order of continuous service, with the employee with the most continuous service choosing first, will be given an opportunity to choose a job from the special job list effective at the time for release and subject to the conditions contained in Section 17(g) of this Article. The Company will furnish each available employee in the special placement group a preliminary copy of the special job list in advance of the time he will be required by the Company to make a choice from the special job list. The Company may furnish a copy of the job list and require an affected employee to rank his choices of such jobs, in order to facilitate operation of this provision. If an employee's regular job title is listed, he must select that job and he will have no other choice or rights under the Article. No grievance shall be filed pursuant to Article VII, Sections 7 or 9 or any other provision of the Agreement because vacancies are filled accordingly. Except as provided in Subsection (f)(5) of this Section, if an employee chooses not to accept a job available to him by exercise of his rights under this Subsection (f) he will be considered to have been released for lack of work as provided in Article XVII and eligible for Separation Allowance, unless he could have accepted a job without being required to move to another location pursuant to Article X, Section 11.

- (5) An employee, who is in a special placement group pursuant to this Subsection (f), and whose regular job was not on the job list at the time of his choice under Subsection (f)(4) above, may apply to be considered to fill a vacancy or replace a probationary employee anywhere in the Company. Such employee if selected by the Company shall have no other rights under this article or be entitled to separation allowance. An employee who fills a vacancy or replaces a probationary employee pursuant to this Subsection (f)(5) will not be eligible for Separation Allowance.
- (g) The exercise of rights enumerated in Subsections (c), (d), (e) and (f) of this Article are subject to the following limitations:
- (1) An employee must be qualified to perform the job he is to fill after a brief period of job orientation, except that an employee who elects to fill a job in Labor Grade 5 or below, or as a Meter Reader, if otherwise qualified, must be qualified to perform the job after receiving the same training a newly hired employee would receive if he filled the job.
 - (2) A replacing employee must have more continuous service than the employee he is replacing or whose job he elects to fill. For the purposes of this Section 17 only, continuous service shall be limited to that portion of continuous service that the employee has accrued as a member of the Bargaining Unit. In case of a conflict of rights under Subsection (c), (d), (e) or (f) of this Section, between two employees in a placement group or special placement group, unless the conflict is otherwise specifically resolved by the language of this Section, the rights of the employee with the greater continuous service shall prevail.
 - (3) A job filled by an employee covered by Article XV, Section 13, will not be placed on a job list and such an employee may not be replaced pursuant to this Section.
 - (4) An employee who moves from one occupational group to another shall be considered to have transferred as provided in Article VII, Section 5, for the purposes of seniority, except an employee who fills a vacancy or replaces a probationary employee in a corresponding occupation shall have seniority in his new occupation-

ARTICLE VII

al group equal to the seniority he had in the group to which he was assigned at the time he was released or his headquarters was closed.

- (5) An employee who exercises his rights to fill a vacancy or replace another employee under Subsection (c), (d), (e) or (f) of this Section, shall be treated as having been promoted or as a regularly assigned employee under the provisions of Article XV, Section 2, 3 or 10, respectively, for the purpose of determining his wage rate.
- (6) An employee shall be entitled to moving expenses and board and lodging as provided in Article X, Section 11, only if he is required to move as a result of the exercise of his rights under Subsection (e) or (f) of this Section.
- (7) Except as specifically provided therein, an employee who exercises or refuses to exercise his rights under Subsection (c), (d), (e) or (f) of this Section, shall not be considered as released on account of lack of work as provided in Article XVII.

Nevertheless, the Company may offer the applicable benefits of Article XVII to such employee and if the employee accepts, his continuous service shall be terminated, subject to the provisions of Subsection 16(c) of this Article. Article VII, Section 17, shall not be construed to limit the Company's right under Article VI to lay off or release employees at any time on account of lack of work, or for other valid reasons, with reasonable advance notice.

- (h) For purposes of Subsections (c), (d), (e) and (f) of this Section, employees of General Office departments and Gas T&S shall be considered as though they are in fact part of the Energy Distribution territory in which their headquarters are located.
- (i) If two or more occupational groups are combined (or integrated) by the Company into one occupational group, an employee who was released because of a reduction or rearrangement of forces from one of the affected occupational groups within the six-month period immediately prior to such combination, shall have the right to exercise the seniority he had in the occupational group to which he was assigned at the time of his release, plus any seniority he had acquired in any other occupational group being combined

in the combined occupational group, provided that he does so within one month after the date of such combination.

- (j) An employee who is filling a job to which he has been transferred through the exercise of a right set forth in Subsection (c), (d) or (e) of this Section, will be given one opportunity to return to any occupational group from which he was so transferred if a vacancy (or temporary vacancy if he is then assigned to the same local operating headquarters in which the vacancy exists) in that group is to be filled and he would be entitled to be reemployed in that group in accordance with Subsection 17(k) of this Article if he had been released. If the employee fails to return to an occupational group when an opportunity is provided by this Subsection, his seniority in that former occupational group shall terminate.
- (k) If the Company increases the work force of an occupational group, other than with temporary jobs (subject to Subsection (j) of this Section), the released employee most recently released or transferred from the occupational group pursuant to this Section 17, shall be recalled first, provided he is available and qualified to perform the work and he is recalled within the time limits set forth in Section 18 of this Article.

Notice of the Company's desire to recall an employee shall be delivered to the employee or be sent to the employee's last known address (with a copy to the Local Union President). The employee must, within 10 days of notification (if notification is by mail, the date of mailing shall be considered the date of notification), notify the Company whether he intends to report for work at the time his services are needed. If the employee fails to notify the Company or fails to report for work as above provided or is not recalled within the time limits of Section 18 of this Article, his continuous service shall be terminated.

- (l) For the duration of this Agreement, the President of the Michigan State Utility Workers Council and the Manager of Labor Relations may, on a case by case basis, amend Article VII, Section 17, and, if necessary, other Articles and Sections of the Agreement in order to achieve more equitable treatment of employees affected by a Company reorganization than would otherwise be achieved by strict application of the provisions of Article VII, Section 17.

ARTICLE VII

Section 18. When an employee is released by the Company for lack of work or other reason beyond his control, and is later reemployed, his seniority shall be restored to its status as of the date he left the service of the Company under the following conditions:

- (a) An employee who has completed more than five years of continuous service with the Company will have his seniority restored if he is reemployed within five years.
- (b) An employee who has completed at least one but less than five years of continuous service with the Company will have his seniority restored if he is reemployed within the time equivalent to his continuous service.
- (c) An employee who has completed less than one year of continuous service with the Company will have his seniority restored if he is reemployed within one year.

Section 19. Individuals who have been released and who have recall rights under Subsection 17(k) of this Article, are eligible for employment in such temporary vacancies as the Company may determine exist in jobs listed in Exhibit "A." Their employment in such temporary vacancies will be subject to the following conditions:

- (a) Preference among qualified applicants for a temporary job will be given:
 - (1) First, to released employees who have been released from the occupational group in which the temporary job exists, with preference among such released employees to be given in the order of release with the most recently released to have first preference.
 - (2) Second, to other released employees who have been released from the headquarters at which the temporary job exists, in order of continuous service.
- (b) The Company will attempt to notify released employees who have preference under Subsection (a) above of their eligibility for consideration for such temporary job by telephone. The Company will provide the local union with the name of any eligible former employee who could not be reached by telephone.
- (c) An applicant will not be considered for such temporary job unless he gives written notification of his desire to apply for such temporary job to his Human Resource Representa-

tives or someone designated by him for the headquarters at which such job is to be filled. An applicant who received the telephone notification provided for in Subsection (b) above must provide such written notification within two days of the date he was notified by the Company. Other applicants must provide such written notification within two days of the date the Company provided the local union with the name or names of former employees who could not be reached by telephone. Each applicant shall rank jobs by job title in the sequence in which he wishes to be considered if more than one job is to be filled.

- (d) An applicant who has received the telephone notification provided for in Subsection (b) above must be available to commence work within five days of the date he received the telephone notification. Other applicants must be available to commence work within five days of the date the Company provided the local union with the name or names of former employees who could not be reached by telephone.
- (e) An applicant will not be employed or retained in a temporary job unless he passes an appropriate Company physical examination. In the event the complete results of such physical examination are not available until after the applicant has commenced work and it is later ascertained that the employee has not passed the physical examination, the employee will be released without further recourse to Article VII, Section 17, or any other provision of this Agreement, but without loss of his recall rights under Article VII, Subsection 17(k).
- (f) Employment in a temporary job will not be construed to be a recall under the provisions of Article VII, Subsection 17(k), and an applicant who is employed will not be precluded from being recalled pursuant to Article VII, Subsection 17(k), during the time he is employed in the temporary job. Upon termination of the temporary job the applicant will revert to his status immediately preceding his selection for a temporary job, and will have such rights, if any, under Article VII, Subsection 17(k), as he would have had if he had not been selected for the temporary job. Employment in the temporary job will not alter the period of time during which he is eligible to be recalled.
- (g) An applicant employed to fill a temporary job will be released at the end of the temporary work without further

ARTICLE VII

recourse to Article VII, Section 17, or any other provision of this Agreement.

- (h) An applicant will not be eligible for any Separation Allowance upon the termination of the temporary job.
- (i) An applicant who is employed will be paid the Starting Rate of the temporary job, except that he may be paid a higher rate in accordance with the provisions of Article XV, Section 8.
- (j) An applicant who is employed will accrue seniority in the occupational group from which he was released and continuous service, during the period of temporary work, but the accrual of continuous service and seniority will not be effective for any purpose until and unless the applicant is recalled pursuant to the provisions of Article VII, Subsection 17(k), or otherwise reemployed in other than a temporary job within the time limits set forth in Section 18 of this Article.
- (k) An applicant who is employed will be eligible for Group Health Care and Group Life Insurance in accordance with existing practices.
- (l) An applicant who is employed will not be eligible to apply for a job under Article VII, Section 9, except pursuant to Subsection (k) of that Section.
- (m) An applicant who is employed will be eligible for benefits pursuant to the provisions of Article XI, Section 12, during the period of temporary work.
- (n) An applicant who is employed will not be eligible for any paid absence day under Article XI, Section 13, during the period of temporary work.
- (o) An applicant who is employed will be eligible for benefits under the provisions of Article XIII, except that payment of such benefits will terminate no later than the time the temporary job would have terminated.
- (p) An applicant who is employed will be eligible for benefits under Article XII, only as provided herein:
 - (1) He shall be eligible for an allowance in lieu of vacation equal to 1/12 of the vacation (for each full month he is temporarily employed), to the nearest full day, for which he would have been eligible under Article XII, if, at the time of his selection for a temporary job, he had been

recalled to other than a temporary job.

- (2) The rate of pay used to calculate this allowance will be the applicant's regular straight-time rate in his temporary job.
 - (3) This allowance will be paid upon termination of the applicant's temporary job.
 - (4) Any portion of the vacation for which an employee is paid an allowance under this Agreement will be deducted from any vacation benefits to which he may be entitled under Article XII, if the employee is reemployed during the same calendar year.
- (q) An applicant who is employed will meet his financial obligations to the Union during the period of temporary work as set forth in Article II. The Company will deduct from the wages of those employees who authorize it to do so in writing in the form agreed to by the Company and the Union, reasonable weekly dues, uniformly applied, as Union dues for the duration of the authorization.
- (r) An applicant who is employed will not be entitled to employment in other than a temporary job unless he is reemployed pursuant to Article VII, Subsection 17(k), or accepted for transfer pursuant to Subsection 9(j) of this Article.
- (s) When the Company plans to fill a temporary job at a headquarters at which one or more released employee(s) has rights pursuant to Subsection 17(k) of this Article, it will notify the Local Union President as to the job, its location and its expected duration.

Section 20. Any time lost from work in excess of 30 days on each occasion because of a disciplinary layoff shall be deducted from an employee's seniority.

Section 21. (App. Ltr. 5) In administering personal leave of absence and sick leave policies with respect to pregnant employees, the Company intends to comply with the law. The Company's current policies have been submitted to the Union by letter dated June 1, 1992. It is recognized, however, that during the term of this Agreement, the Company may change these policies if it deems it necessary or desirable to do so in order to bring such policies into conformity or compliance with law or regulations.

ARTICLE VIII

Notification to Union

Section 1. The Human Resource Representative will advise the appropriate Local Union Secretary:

- (a) Within 15 days, of the name and address, job title, date employed, department and reporting headquarters of each employee added to the payroll (including temporary employees),
- (b) The name and address, job title, date released, department and reporting headquarters of each employee leaving the Company, and
- (c) Once each month those address changes provided to the Human Resource Representative by employees during the preceding calendar month.

Further, the Local Union President will be notified in all cases of employees who, for reasons stated, do not qualify, in the opinion of the supervisor, for merit increases, as provided for employees who make normal progress as specified in Article XV, Section 5.

ARTICLE IX

Use of Bulletin Boards

Section 1. The local union is granted permission to post notices concerning Operating, Maintenance and Construction employees on the regular bulletin boards of the Company and in the space provided, without prior approval, provided that such notices are confined to:

- (a) Regular notices of meetings as to time, place and agenda.
- (b) Notices of elections of officers and the results of elections.
- (c) Notices of appointments to office.

Notices may be posted over the signature of an officer of the local union concerning other than those items specifically described herein, but only after receiving written approval from the person in charge of the plant or building in which such use of the bulletin boards is desired.

The Union agrees that notices posted on the bulletin board

shall contain no political, controversial or any material reflecting upon the integrity of the Company or any of its employees and the Company may refuse at any time to permit the posting or may remove any notice that violates the provisions of this Agreement. A notice may be posted, if meeting the requirements of this Section, for a period not to exceed ten days prior to its effective date or not to exceed the ten days from date of posting. Written permission shall be in the form of a memorandum or by initials on a duplicate copy of the notice.

ARTICLE X

General Working Conditions

Section 1. The Company will not require electric line crews, electric underground crews and regional maintenance crews to work on overhead lines and equipment or tree trimming crews to trim trees during extremely inclement weather unless such work is required to protect life or property, or to maintain service to the public. Under these circumstances the Company may assign the affected employees to work in keeping with the type of work ordinarily performed, taking into account the adversity of the weather, or may have them stand by at headquarters for emergency work.

Section 2. When in the judgment of the Company adverse weather conditions temporarily prevent gas lines crews from working out of doors, or employees whose work requires them to cut and thread pipe out of doors, the Company will provide indoor work for all such regular employees.

Section 3. The provisions of Sections 1 and 2 of this Article are for the promotion of safety. In the event of disagreement between supervision and Union representatives as to whether prevailing weather conditions constitute a hazard to the safety of employees, the Energy Distribution safety representative shall determine whether or not outdoor work will be performed.

Section 4.

- (a) Any employee who works 16 or more hours within a 24-hour period will, whenever possible, be released for a nine-hour period before he is required to report to work for his next regular daily work period. If, however, the Company is unable to release such employee, he shall receive two

times his straight-time rate of pay for all hours worked in excess of 16 hours until he is released from work for nine hours. If the employee is released and such nine-hour period extends into his regular daily work period, he shall suffer no loss of his straight-time pay for any portion of his regular daily work period which is within such nine-hour period. If, in the judgment of the Company, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of such nine-hour period, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.

- (b) Without limiting the provisions of Section 4(a), if any employee covered by Article XI, Section 5, 6, 7, or 11 works four or more hours, or if an employee covered by Article XI, Section 3 or 4 works more than four hours, during the eight-hour period immediately preceding his regular daily work period and on the day in question such regular daily work period begins between 7 AM and 9 AM (6 AM and 8 AM in the case of employees covered by Article XI, Section 7(b)), he will, whenever possible, be excused from work during such regular daily work period without loss of his straight-time pay for a period of time equal to the time worked during such eight-hour period. If such employee cannot be excused from work, he shall be paid two times his straight-time rate of pay for all hours worked during the period he would otherwise be excused, and at the expiration of such period he shall be paid his straight-time rate of pay for all hours worked during the remainder of his regular daily work period. If, in the judgment of the Company, the employee cannot be gainfully employed during the portion of his regular daily work period remaining after the expiration of the period of excused absence provided in this Subsection, such employee may be excused from work for the remainder of his regular daily work period without loss of his straight-time pay.
- (c) If one hour or less of an employee's regular daily work period remains after the 9-hour rest period described in Section 4(a) or after the period of excused absence described in Section 4(b) the employee will be considered to be excused for that time unless he is contacted by the Company and instructed to return to work.

- (d) No employee will be required to take time off without pay during his regular daily work period for overtime worked or to be worked.

Section 5.

- (a) When an employee reports at the Company's request for work for which arrangements have been made in advance as distinguished from a call-out and which is outside and not continuous with his regular work period, he shall be paid a minimum of two hours' pay at the applicable overtime rate for each such work assignment. Such minimum time shall include travel time to and from the employee's home to his reporting headquarters or to the work assignment if asked to report on the job. Should the time worked, including travel time, extend beyond two hours, he shall be paid for all the time involved (including travel time) at the applicable overtime rate, except that when the time worked plus travel time equals or exceeds eight hours, the employee will receive either (a) eight hours of pay or (b) pay for the hours actually worked, whichever is greater, but in the event the time worked is 8 hours or more and the employee was not instructed prior to his beginning work that the assignment would be 8 hours or more he will be paid for his travel time coming in to work. If he is dispatched to more than one job before being released from each such call, no extra time will be allowed on that account. The minimum time and travel allowances provided for herein do not apply if the overtime work extends into the employee's regular work period, nor to overtime work continuing without interruption after such regular work period. In such cases the usual overtime provisions (Article XI, Section 14) will prevail. If an employee accepts an assignment for overtime work which is later cancelled, he shall be paid a minimum of two hours' pay as provided in this Section, unless given notice of the cancellation eight hours previous to the starting time of the assignment.
- (b) When an employee reports at the Company's request for work for which he had not been notified in advance and which is outside and not continuous with his regular work period, he shall be paid a minimum of two hours' pay at the applicable overtime rate for each such work assignment. Such minimum time shall include travel time to and from the employee's home to his reporting headquarters or to the work assignment if asked to report on the job. Should

ARTICLE X

the time worked, including travel time, extend beyond two hours, he shall be paid for all the time involved (including travel time) at the applicable overtime rate, except that when the time worked plus travel time equals or exceeds eight hours, the employee will receive either (a) eight hours of pay or (b) pay for the hours actually worked, whichever is greater, but in the event the time worked is 8 hours or more and the employee was not instructed prior to his beginning work that the assignment would be 8 hours or more he will be paid for his travel time coming in to work. If he is dispatched to more than one job before being released from each such call, no extra time will be allowed on that account. The minimum time and travel allowances provided for herein do not apply if the overtime work extends into the employee's regular work period, nor to overtime work continuing without interruption after such regular work period. In such cases the usual overtime provisions (Article XI, Section 14) will prevail. If an employee accepts an assignment for overtime work which is later cancelled, he shall be paid a minimum of two hours' pay as provided in this Section unless given notification of the cancellation before he leaves his premises.

Section 6. When an employee (other than a Local Service Worker) is required to hold himself available for calls outside his regularly scheduled working hours by remaining at his place of abode or elsewhere and leaving word with a person designated by the Company as to where he may be reached, he shall be paid one hour's pay per day at his straight-time rate during his workweek and two hours' pay per day at his straight-time rate on his first and second off-duty days, on a holiday, or "his holiday" (if applicable) for being available. The Company will determine the classification from which it desires to have an employee make himself available for such calls. An employee of such classification shall be required to hold himself available for periods of up to a week, for such calls based on his position on the then posted overtime list, unless some other procedure is agreed upon between the local union and the Company. Such employee may not be required to hold himself available for more than one week in any four week period. In case he is called out he shall be paid, in addition to the on-call allowance provided for in this Section, a minimum of two hours' pay at the applicable overtime rate for each such call. If, however, he is dispatched to more than one job before being

released from each such call, no extra time will be allowed on that account. The on-call employee may be assigned such calls without regard to his position on the then posted overtime list. If he is called out, he will be charged for distribution of overtime purposes the number of hours paid converted to straight-time hours.

Section 7. (App. Ltr. 6)

- (a) Except as provided in subsection (b) below, the regular daily work period for employees who are required to report to service buildings, storerooms and other such regularly established headquarters, and who are transported by the Company from such headquarters to outside job sites, shall include travel time from the headquarters to the job site and return. Unless otherwise permitted or required by the Company, each employee shall report and return to headquarters each day.
- (b) An Energy Distribution employee may be required to report directly to outside job sites utilizing personal transportation and in such cases no mileage will be paid and the regular daily work period will not include travel time to and from the job site. The regular daily work period for such employees may consist of eight or ten consecutive hours, excluding the time taken out for meals. If such employees are assigned a regular daily work period of ten consecutive hours, the workweek shall consist of four consecutive daily scheduled work periods in seven consecutive days commencing at midnight Sunday with Monday or Tuesday as the first daily scheduled work period; such employees may be reassigned to five eight-hour day schedules at the end of any workweek. An employee required to report directly to the job site will be paid mileage daily, excluding the first 20 miles to and from his headquarters, if the distance from the employee's headquarters to the job site is between 20 and 60 miles. If such distance exceeds 60 miles and the Company determines that it is necessary for the employee to remain away from home overnight, the employee will be given the option of: (1) receiving an allowance in the amount of \$65.00 per day which shall be paid in lieu of board and lodging or any other expense for which the employee would otherwise be reimbursed or allowance to which the employee would otherwise be entitled under the provisions of the Working Agreement or any of its Appendices, or (2) the Company will reimburse the employ-

ARTICLE X

ee for necessary lodging expenses and pay an allowance of \$30.00 in lieu of board and any other expenses for which the employee would be reimbursed or allowances to which the employee would otherwise be entitled under the provisions of the Working Agreement or any of its Appendices; in either case (1) or (2) above, the employee will be compensated for travel time to and from his headquarters once each weekend and mileage, excluding the first 20 miles to and from his headquarters, will be paid on each of these two days. A daily incidental mileage of 10 miles will be allowed for each night the employee is away from home. However, if such distance exceeds 60 miles and the Company determines that it is not necessary for the employee to remain away from home overnight, the employee will be compensated for travel time to and from his headquarters and mileage, excluding the first 20 miles to and from his headquarters, will be paid.

- (c) The Company will assign job site reporting by seniority and will seek volunteers from the headquarters selected by the Company for such assignments; if a sufficient number of employees possessing the requisite skills and qualifications do not volunteer for such assignments and the assignments involve a regular daily work period of ten consecutive hours, the qualified available employees with the least seniority will be so assigned.

The provisions of this Section will apply whenever an employee is required to report directly to an outside job site(s), notwithstanding anything to the contrary in any other provision or Appendix Letter of this Agreement.

The President of the Executive Board of the Michigan State Utility Workers Council and the Company's Manager of Labor Relations may change the provisions of this Section at any time by written mutual agreement.

Section 8. The headquarters of an employee engaged in electric or gas plant and substation construction, in major gas transmission or distribution main projects, or in other work of a similar nature, shall be the particular job on which he is working, and the regular daily work period shall include no traveling time. When the headquarters of the employee is changed at the Company's request, the Company will, upon approval of his immediate supervisor, pay his necessary traveling expenses to the new location and his board and lodging at such new loca-

tion. Travel time (but no additional expense, except that a meal allowance will be provided when the one way travel time is two hours or more on overtime) to and from his home will be allowed each employee once each weekend, if he can be spared from work.

If a holiday as described in Article XI, Section 12, occurs during such an employee's regular workweek and the employee is assigned to work at the new location both before and after the holiday during that workweek, the holiday will be considered a weekend for purposes of this Section. In addition, if the Company does not furnish such employee transportation to and from his home on each weekend, the employee shall be paid mileage to and from his home, if he travels in a vehicle furnished by himself. In the event such employee wishes to return to his home instead of remaining away overnight and the Company approves, the Company will allow him \$17.00 per day in lieu of board and lodging. The Company may, at its discretion, establish permanent headquarters for certain employees described herein and in such event, the affected employees will be governed by the provisions of Section 11 of this Article.

Section 9. (App. Ltrs. 6, 7, 7(a), 8, 8(a), and 10) When an employee (other than those referred to in Section 8) regularly stationed at one location is temporarily assigned to duties at another location, which assignment makes it necessary for him to remain away from home overnight, or to purchase meals, lodging, transportation, etc, such necessary expenses will be paid by the Company, upon the approval of his immediate supervisor. The Company will also, on request, advance the money required to pay such expenses. Each employee so affected shall also, when possible, be notified of such assignment before being released from work on the previous day. Each employee so assigned temporarily to another location will be allowed travel time to and from his headquarters once each weekend, if he can be spared from work. If a holiday as described in Article XI, Section 12 occurs during such an employee's regular workweek and the employee is assigned to work at the temporary location both before and after the holiday during that workweek, the holiday will be considered a weekend for purposes of this Section. In addition, if the Company does not furnish the employee transportation to and from his headquarters on each weekend, the employee shall be paid mileage to and from his headquarters, if he travels in a vehicle furnished by himself. In the event any of the employ-

ARTICLE X

ees referred to in this Section may wish to return to their homes at their own expense instead of remaining away overnight, and the Company approves, the Company will allow them \$17.00 per day in lieu of board and lodging.

If such assignment is made in accordance with the provisions of Article XV, Section 15 of this Agreement and it is known by the Company at the time of the assignment that it is to be of five or more consecutive regular daily work periods, qualified volunteers will be assigned such duties. In the event insufficient volunteers are obtained, the qualified available employees with the least seniority will be so assigned.

Section 10. (App. Ltrs. 26 and 31)

- (a) The employees referred to in this Agreement may be required to carry their lunch, including such additional days as may be scheduled beyond their normal workweek. When this requirement is imposed, the immediate supervisor will provide a suitable place in which to store and eat their lunch during rainy or excessively cold weather. During such rainy or excessively cold weather, employees may at their option leave the jobsite and use Company-owned transportation equipment normally furnished in connection with the work to travel on their own time to and from the nearest suitable shelter in which to eat their lunch, provided that such lunch period doesn't exceed one hour. When employees are required to carry their lunch the Company will provide eight hours' work or pay at the applicable rate in lieu of any portion of the time for which work is not provided.
- (b) An employee shall not be required to carry his/her lunch when less than a regular day's work is scheduled. In such event if the work continues until the regular lunch period the employees will accrue a meal allowance of \$20.00.
- (c) If an employee is required to work one hour or more immediately preceding his/her regular starting time (on an off-duty day the regular starting time shall be the starting time in effect during the week) and he is not notified of the assignment sixteen hours in advance or before the end of the previous working day, he shall accrue a meal allowance of \$20.00. In such event the employee shall not be required to carry his lunch and if the work continues until his regular lunch period, he will accrue an additional meal allowance of \$20.00.

- (d) If an employee is required to continue working for three hours after his regular quitting time, he shall accrue a meal allowance of \$20.00.
- (e) If an employee reports for work within two hours after having been released for the day and he has not had his regular meal, he shall accrue a meal allowance of \$20.00. (For the purposes of accrual of additional meal allowances, if any, under Subsection (f), the five-hour interval to which reference is made in Subsection (f) shall commence three hours after he was released for the day.)
- (f) Except as otherwise provided herein, (1) an employee will accrue additional meal allowances of \$20.00 after the first meal allowance accrual at intervals of five hours; and (2) if an employee is called out to work after being released for the day or called out on an off-duty day, he shall accrue meal allowances of \$20.00 at intervals of five hours each, until he is released from duty.
- (g) If an employee who does not normally work away from his headquarters is required to work out of town and he has not been notified of such assignment sixteen hours in advance or before the end of the previous working day, he shall accrue a meal allowance of \$20.00.
- (h) (App. Ltr. 31) If a meal allowance accrues under the conditions expressed in Subsections (b), (c), (d), (e) and (f) herein, and the employee requests to be released to obtain a meal, the immediate supervisor will arrange for reasonable time away from the job, without pay, for the purpose of obtaining and eating such meals, when in the opinion of such supervisor, it will not interfere with the work. However, if an employee covered by Article XI, Section 3, who is eligible for a meal allowance is not permitted to leave his job to obtain and eat a meal, he shall receive \$9.00 and one hour's pay at the applicable rate in lieu of such meal allowance.

Section 11. When the permanent headquarters of any employee is changed, the Company shall pay the necessary moving expenses of the employee and his family if any (a) when the Company requests him to take a job which requires his moving to another location, or (b) when he exercises his rights under Article VII, Section 17. In the event it is impossible to give such an employee sufficient notice of a proposed transfer at Company request to permit him to arrange in advance for a

ARTICLE X

place to live in the locality to which he is transferred, he shall be given such board and lodging allowance as may be agreed to by the affected employee and the Company. Moving expenses will not be paid when an employee accepts a job which he applies for, such as a job which has been posted or when he has requested and accepts a transfer, or when he returns to his former position in accordance with Article VII, Section 10.

Section 12. Where the Company requires an employee to have a telephone installed in his residence, it shall give such notice in writing and shall reimburse such employee for the installation cost thereof, for the regular monthly bill for the class of service specified by the Company, and for such additional toll charges as may be authorized by the Company. Telephones listed in the name of the Company which are installed in an employee's residence will likewise be paid for by the Company.

Section 13. (App. Ltr. 27) If, at the Company's request, an employee agrees to use his automobile on Company business, he will be paid for the use of his automobile at the rate of 24 cents per mile for the first 15,000 miles and 11 cents per mile for all subsequent miles in the calendar year except that any of the first 15,000 miles driven prior to June 1, 1989 will be reimbursed at 20 cents per mile. If future circumstances warrant, the President of the Michigan State Utility Workers Council and the Manager of Labor Relations may change either rate to a different rate, if they mutually agree to do so. If an employee with seniority no longer wishes to drive his automobile on Company business, he must give the Company not less than 30 days' written notice. Moreover, an employee who gives the Company notice that he no longer wishes to drive his automobile on Company business will continue to drive his own automobile until the Company is able to obtain a vehicle for such employee's use.

Section 14. Reserved.

Section 15. Reserved.

Section 16. Should it become necessary for a department supervisor to absent himself and in his judgment it is desirable to delegate limited supervisory responsibilities to an employee covered by this Agreement, the person so specifically delegated by written memorandum shall receive one hour's extra pay at his regular straight-time rate for each day he acts in such capacity.

Effective July 1, 1996, the provisions of this section shall no

longer be applicable, except in the case of such delegation of limited supervisory responsibilities effective before July 1, 1996.

Section 17. When a Line Worker or Electrical Repair Worker is required to work on energized lines or equipment of 800 volts or more, the Company will have such Line Worker or Electrical Repair Worker assisted by another Line Worker, Electrical Repair Worker or other employee covered by this Agreement, having equal qualifications in such line of work.

Section 18. When a Gas Service Worker or other qualified employee is required to clean out live gas service entrances or perform other work of a similar nature in confined locations where gas may be encountered, the Company will have such employee assisted by another employee having experience in such line of work.

Section 19.

(a) Where the Company requires employees to wear uniforms, it shall pay the cost of such uniforms and also pay for cleaning and pressing such uniforms at reasonable intervals. In addition, the Company shall furnish the following clothing, which shall remain the property of the Company and be issued as required:

- (1) Galoshes, rubbers and raincoats for Meter Readers.
- (2) Two pairs of special work gloves on each electric line truck.
- (3) Coveralls for use in casing filling, and fluid sealing of cast-iron pipes.
- (4) Gloves for use in unloading creosoted crossarms or steel pipe from common carriers.
- (5) Coveralls in steam plants for use in cleaning air heaters, cleaning turbine blades by using fly ash, internal boiler and condenser work, and in performing other tasks where, in the judgment of the Company, such clothing is required.
- (6) Coveralls for employees in the Overhead Line Group for use in pulling used greased underground cables from conduit.

(b) The Company shall provide two pairs of work gloves to each employee then assigned to the Gas Lines Group at a

ARTICLE X

time each year to be determined by the Company.

Section 20. The Company shall furnish all necessary safety and protective equipment, such as hats, coats, boots, gloves, gas masks, etc, which its safety rules require for the protection of employees. The parties hereto agree to cooperate in the prevention of accidents and to comply with reasonable health and safety rules. When, in the judgment of the Company, it is necessary or desirable, the Company will repair or replace an employee's eyeglasses, denture, hearing aid, or similar device which have been damaged or broken as result of an accident arising out of and in the course of his employment.

Section 21. The Company agrees to furnish all tools that it requires an employee to use. In consideration of this, an employee will replace any tool which is lost or broken through his own personal negligence with a tool of like quality and at his own expense. An employee may at his option, however, provide his own hand tools to the extent that the Company determines such tools are necessary for his work and they will be repaired by the Company or replaced with those of like quality, if worn out or broken in the course of his employment. Any broken or worn tools shall become the property of the Company upon replacement. The Company will not be required to replace an employee's personal tools which show evidence of abuse, or are lost or mislaid.

Section 22. No employee shall absent himself from work for any reason other than his personal illness without first making arrangements therefor with his supervisor. In case of his illness, he shall make every effort to so inform his supervisor as far as possible in advance of his usual starting time. Benefits will not be paid unless the absence is reported to the Company before the end of the first scheduled workday of such absence unless evidence is submitted that it was physically impossible to do so.

Section 23. It will be the policy of the Company to maintain a force of sufficient size to take care of the expected regular work of the Company of a continuing nature, having in mind that the objective of the Company is to provide stable, long-term and continuing employment for its employees. In order to implement this policy, the Company agrees that it will not, for the duration of this Agreement, employ outside contractors for the purpose of laying off employees who ordinarily and customarily do such work. The Company will, as far as practicable, restrict contractors to the same workweek as that established

for employees under this Agreement. With regard to overtime work, the Company will, as far as is practicable, follow the policy of assigning such work to its own employee work forces rather than those of contractors in those instances where the effect of such assignment would not adversely affect either the efficiency or overall cost of doing the job.

Section 24. (App. Ltr. 9) The Company will distribute overtime as equally as practicable among its employees, taking into account the nature of the work to be done and the availability of employees within the occupational group affected, at the time when such work becomes necessary.

(a) Overtime lists setting forth the accumulated number of overtime hours earned and charged through the second previous workweek, converted to the equivalent straight-time hours shall be posted on or before Wednesday of each week. If a new list is not available the then posted list will remain posted until a new list becomes available. Reference will be made to this list when making overtime work assignments until the next week's list is posted. The hours on such lists shall consist of: all overtime hours worked converted to straight-time hours and hours charged. Copies of the posted overtime list and the call-out list will be furnished the Local Union President. Hours charged shall be governed by the following rules:

- (1) When an employee is asked to work overtime and he does not make himself available, he will be charged, for distribution of overtime purposes, with the same number of hours which the employee who accepts the call is credited with, converted to straight-time hours, unless the employee so called furnishes an acceptable excuse for not responding.
- (2) When an employee's name is added to an occupational group, in which his name has not previously been included, the overtime hours he had previously been credited with will be cancelled and he will be charged with the highest number of hours posted for an employee in the same classification.
- (3) When the classification of an employee within an occupational group is changed, the overtime hours he had previously been credited with will be cancelled and he will be charged with the highest number of hours posted for an employee in the same classification.

ARTICLE X

(4) An employee temporarily promoted to a higher classification will have all of the overtime hours accumulated in the higher classification charged against his regular job. Nevertheless, when an employee who has been temporarily promoted to Supervisor returns to his regular classification, he will be charged the average number of overtime hours earned during each full calendar week of the temporary promotion by employees in his classification who were actively at work during the period of such promotion or charged with the overtime hours he worked while a Temporary Supervisor, whichever is greater.

(5) An employee may submit a written request to the Company that the number of posted accumulated overtime hours charged to him be increased to equal the highest number of hours posted for an employee in the same classification. Such a request will include future postings but will be subject to cancellation by the employee, the local union or the Company, in which event the cancellation will become effective at the time of the next posting. Further, each such request is subject to Company approval and no grievance shall be submitted based on the application of provisions of this Subsection.

(b) Authorized representatives of the local union may have the privilege of examining the Company's overtime records once each month for the purpose of determining whether or not overtime work is being equitably distributed among eligible employees.

(c) No grievance shall be submitted if the difference in the accumulated hours on the then posted list between the employee who received the assignment and the grieving employee is fewer than 20 hours, except on prearranged work assignments, or if the Company acts in an arbitrary or capricious manner.

Section 25. (App. Ltr. 13) An employee called for Jury service or subpoenaed to appear as a witness in court, or before any other body empowered by law to compel attendance of witnesses by subpoena shall be excused from duty for the time necessary to allow him to be in attendance as required without loss of his straight-time pay.

Section 26. If an employee accepts a call to serve as a pall-

bearer for a fellow employee, a member of a fellow employee's immediate family (as defined in Article XIII, Section 4) or a fellow annuitant (or the annuitant's spouse) the Company will permit the employee to be absent from work on a basic workday without loss of his straight-time pay for whatever time may be necessary therefor, but not to exceed one day. The Company will cooperate with Veterans' organizations to permit employees to be absent from work on a basic workday whose services are desired at military funerals, for a reasonable length of time therefor, without loss of their straight-time pay if not otherwise reimbursed, but not to exceed one day in any instance. If a fellow employee dies, employees assigned to the local operating headquarters of the deceased employee, up to a total of six such employees, including those serving as pallbearers, will be allowed to attend such deceased employee's funeral without loss of their straight-time pay for whatever time may be necessary therefor but not to exceed one day.

ARTICLE XI

Hours of Employment and Overtime

Section 1. It is recognized that in order to furnish an adequate and satisfactory public service, it is necessary that many of the Company's operations be continuous, that is, around the clock and seven days a week; necessary that other facilities and services be made available during hours which extend beyond those included in the usual workdays, and also for six or seven days per week; necessary that repairs to equipment and other similar work be done during periods of light load; and also necessary that other work be performed at odd times. In view of these conditions, working schedules for all of the Company's employees cannot be uniform or be confined to the Monday to Friday daytime hours which are normally suitable for other industries, although to the extent that it is practicable and will not adversely affect either efficiency or cost it is the desire of the Company to provide employees two consecutive days off during a workweek. Insofar as its customers' requirements will permit, however, the Company will adjust its hours of employment to those which generally prevail, and will equalize, as nearly as may be, weekend and night work among the affected employees, as more specifically provided for in the following Sections of this Article.

Section 2. Except as provided in Article X, Section 7(b), the regular daily work period shall consist of eight consecutive working hours, excluding the time taken out for meals, and the workweek shall consist of five daily scheduled work periods in seven consecutive days, commencing at midnight on Sunday. However, if one of an employee's regular daily work periods begins on Sunday and ends on Monday, his workweek shall commence at the time such regular daily work period begins. It is agreed that the normal lunch period may be shifted by one hour in either direction in order to allow certain work to be performed which, due to circumstances, cannot conveniently be done during the regularly established working hours, but if the Company does not shift such lunch period, any work done during the employee's regular lunch period will be paid for at the applicable overtime rate.

Section 3.

- (a) The working schedules for employees engaged in certain occupations in and around electric generating plants, heating plants, substations, gas plants, gas compressor and regulator stations, and other such facilities used in supplying a continuous service (such as operators, ashmen, etc) will be definitely assigned in advance and will, as required, include Sundays and holidays as well as all hours of the day and night. Where such schedules are in force they shall be so rotated as to equalize, as nearly as may be, Sunday and night work among the employees involved. Except for nuclear electric generating plants, the Company will, where such schedules are in force give to each qualified employee, by classification, a choice of schedules based upon his seniority. No such schedule shall contain more than five eight-hour periods per week, nor more than one eight-hour work period in any twenty-four hours, except on change of shifts. If practicable, such schedules will be assigned on a calendar year basis. Should it become necessary to change such assigned schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article. These employees are referred to herein as "shift" employees.
- (b) (*App. Ltr. 41*) If requested by the local union, the Company may establish nonrotating working schedules for "shift" employees. Where such schedules are established, each qualified employee, by classification, will be given his choice of shifts based on seniority. Such choice will be made at

least two weeks prior to the time the schedules are established, and, thereafter on an annual basis, provided the Company continues such non rotating working schedules. The employee's choice of shift will be accommodated insofar as the available openings that may occur during such year, in his classification on such shift, will permit. In the event no qualified, available employee in the classification affected voluntarily accepts such change of schedule, the assignment will be made to the qualified, available employee in such classification with the least seniority. Should it become necessary to otherwise change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

In no event shall an employee be paid for a change in schedule in accordance with the provisions of Section 8 of this Article if the change in schedule results from the application of the shift preference provisions of this Subsection.

Section 4. The working schedules for "Combination Relief Employees" referred to in Article XV, Section 6, who are engaged in certain occupations in and around electric generating plants, heating plants, substations, gas plants, gas compressor and regulator stations, and other such facilities used in supplying a continuous service will ordinarily be assigned in advance on a shift basis, and will, as required, include Sundays and holidays as well as all hours of the day and night, but such schedules shall be subject to change at any time, when required to properly maintain such equipment. However, should it be necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

Section 5. The working schedules for employees engaged in the maintenance and repair of equipment in generating stations, steam heating plants, substations, gas plants, gas compressor and regulator stations, and other such facilities used in supplying a continuous service (such as electric and mechanical repair workers, general repair workers, maintenance workers, machinists, etc), will ordinarily be assigned in advance on a daytime, weekday basis, but such schedules shall be subject to change at any time, when required to properly maintain such equipment. However, should it become necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

Section 6. The working schedules for employees engaged in the receiving and storing of coal in generating stations will ordinarily be assigned in advance on a daytime basis which may include Sundays. Such schedules shall be subject to change at any time, when required to facilitate the receiving and storing of coal. However, should it become necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.

Section 7.

- (a) The working schedules for the employees engaged in the maintenance and repair of equipment in generating stations and for employees engaged in the maintenance of service to customers, repairs to customers' appliances, and other essential services (such as certain electric and mechanical repair workers, machinists, electric and gas service workers, appliance service workers, garage employees, janitors, watchmen, etc) will be definitely assigned in advance, and may include Saturdays, Sundays and holidays, as well as hours other than those specified for daytime employees. Where such schedules are in force they shall, except as provided in Subsection 7(c) of this Article, be so rotated as to equalize, as nearly as may be, Sunday and night work among the employees involved. Should it become necessary to change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article.
- (b) (*App. Ltr. 28*) The working schedules for employees engaged in Storeroom activities in Energy Distribution Territory Storerooms will be assigned in advance on a Monday through Friday basis and may include hours other than those specified for daytime employees.

In Material Distribution Centers Storekeepers/Special, as needed, may be assigned a shift commencing at 12 midnight. Other employees in Material Distribution Centers (including Storekeepers/Special) will be assigned to either a shift with starting times beginning between 6 and 8 AM or a shift with starting times beginning between 3 and 5 PM. Each qualified employee, by classification, will be given his choice of shifts based on his seniority. Such choice shall be made at the time the shifts are established on September 5, 1983; February 6, 1984, and thereafter on

the first Monday in February of each calendar year. The employee's choice of shift will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such shift, will permit.

Other Storerooms may have one shift with starting times beginning between 6 and 8 AM. The Company may establish up to two additional shifts in such Storerooms.

If two shifts are established in other Storerooms, one shift will have starting times beginning between 6 and 8 AM and the other shift will have starting times beginning between 11 PM and 1 AM. If a third shift is established, in such Storerooms, it will have a starting time beginning between 3 and 5 PM. Each qualified employee will be given his choice of shifts based on his seniority. Such choice shall be made at the time the shifts are established on September 5, 1983; February 6, 1984, and thereafter on the first Monday in February of each calendar year. The employee's choice of shift will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such shift, will permit.

Any shifts which may be established pursuant to this Subsection will be nonrotating.

- (c) (*App. Ltr. 14*) The Company will establish nonrotating working schedules for certain employees described in Subsection 7(a) above, where, in the opinion of the Company, such schedules would not have an adverse effect on the efficiency or cost of the work. The employee groups affected will be the Automotive and Equipment Services Group, the Buildings Services Group, the Gas Customer Services Group, the Mechanical Repair and the Electrical Repair Groups (except members of the Traveling Repair Crews), the Generating Plant Stockroom Group, the Electric Serviceman A in the Electric Line Group, and the Janitor Group. Where such schedules are established, each qualified employee, by classification, will be given his choice of shifts based on seniority. Such choice will be made at least two weeks prior to the time the schedules are established on September 5, 1983; February 6, 1984, and thereafter on the first Monday in February of each calendar year. The employee's choice of shift will be accom-

modated insofar as the available openings, including openings that may occur during such year, in his classification on such shift, will permit.

Should it become necessary to otherwise change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of this Article. In the event no qualified, available employee in the classification affected voluntarily accepts such change of schedule, the assignment will be made to the qualified, available employee in such classification with the least seniority.

In no event shall an employee be paid for a change in schedule in accordance with the provisions of Section 8 of this Article if the change in schedule results from the application of the shift preference provisions of this Subsection.

Section 8. (App. Ltr. 28) If the schedule of an employee assigned to a job described in Section 3, 4, 5, 6 or 7 of this Article is changed, he shall be paid time and one-half for the first regular daily work period following such change in schedule. Likewise, if the schedule of any employee is changed because of his assignment to a job described in Section 3, 4, 5, 6 or 7 of this Article, provided such assignment is not at the employee's request or the result of disciplinary action by the Company, he shall be paid time and one-half for the first regular daily work period following such change in schedule. If an employee's former schedule is reestablished within three months following such change in schedule, he shall be paid his straight-time rate following the reestablishment of such schedule. However, if a schedule change for which time and one-half must be paid falls on a holiday, time and one-half will be paid on the next scheduled workday following such change of schedule.

Section 9. Certain semiautomatic hydro plant, substation, gas compressor station and gas desulphurization station attendants whose regular work consists of visiting the plant, substation, gas compressor station or desulphurization station at various intervals to start or stop generators, perform switching, start or stop gas compressors or adjust desulphurization equipment and to perform certain other duties at the plant, substation or gas station, as prescribed from time to time, shall not be required to be at the location of their regular work at all times. When not so engaged, they may remain at their place of abode, or elsewhere, leaving word with a person designated by

the Company as to their whereabouts, or they may, when practicable, obtain relief from certain other designated employees. They shall also be entitled to complete relief for one day (24 hours) out of every seven days. In case they are actually engaged in their regular work in excess of eight hours per day or forty hours in any workweek, they shall be paid at the applicable overtime rate for such excess.

Section 10. Local Service workers, having no definitely assigned working hours, shall, in addition to performing their assigned duties, be available for work at other times when called. Such employees shall not be required to be at any particular location at all times, but may remain at their places of abode, or elsewhere, leaving word with a person designated by the Company as to where they may be reached. They shall, however, be entitled to complete relief for one day (24 hours) out of every seven days. In case they are required to perform more than 40 hours of actual work in any workweek, they shall be paid at the applicable overtime rate for such excess.

Section 11. (*App. Ltr. 28*)

- (a) The regular working hours for all daytime employees who are regularly scheduled on a Monday through Friday basis, shall consist of not more than eight hours in nine consecutive hours beginning between 7 and 9 AM and such schedules shall not be changed unless otherwise agreed upon by the Company and the Executive Board of the Michigan State Utility Workers Council. Whenever in the judgment of the Company it is reasonably practicable to do so, the Company will, on request of the Union, establish earlier starting hours between the last Sunday in April and the last Sunday in September.
- (b) Likewise, whenever in the judgment of the Company it is reasonably practicable to do so, the Company will, on request of the local union, establish earlier starting hours between the last Sunday in April and the last Sunday in September, for other daytime employees whose working hours conform with those set forth in Section 11(a) hereof, but who are scheduled on other than a Monday through Friday basis.

Section 12. The rules for holiday work and pay for holidays are as follows:

- (a) Holidays, within the meaning of this Agreement shall be

Good Friday, the first Tuesday after the first Monday of November in every even numbered year (Congressional and Presidential Election Days), the day after Thanksgiving, December 24 and December 31 and those days designated by Federal law as New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving and Christmas. When one of these holidays falls on an employee's scheduled day off duty, the next scheduled workday for that employee that is not a holiday or a "his holiday" shall be considered "his holiday." An employee described in Article XI, Section 5, 6, 7 or 11 who is assigned to a non-rotating Monday through Friday schedule and whose services are not essential on such days, will be allowed to be absent from duty without loss of his straight-time pay when a holiday falls on a regularly scheduled workday and if a holiday falls on a Saturday or when December 24 or December 31 falls on a Sunday, he shall be entitled to eight hours' pay at his straight-time rate for such holiday or, at the option of the employee, a day's vacation in lieu thereof for such holidays falling in other than the month of December. An employee regularly scheduled on a Tuesday through Saturday basis (ie, not rotating) whose services are not essential on such days, will be allowed to be absent from duty without loss of his straight-time pay when a holiday falls on a regularly scheduled workday, and if a holiday falls on a Monday or when December 24 or December 31 falls on a Sunday, he shall be entitled to eight hours' pay at his straight-time rate for such holiday. Notwithstanding the foregoing, however, if a holiday falls on a Saturday, the Company may, at its option, schedule such employee to work on the Monday of the week in which a Saturday holiday occurs as a basic workday in lieu of the regularly scheduled Saturday workday. In such event, the change shall not be regarded as a change of work schedule requiring overtime pay.

- (b) All employees scheduled to work on holidays, but whose services are not essential on such days, will be allowed to be absent from duty without loss of their straight-time pay. To become eligible for such pay, the employee must be at work (or on paid sick leave, or for other reason, with pay) on at least one of the adjacent scheduled workdays before the holiday or the scheduled workday following the holiday. In the event an elected local union representative is absent

on the adjacent scheduled workday before the holiday and the adjacent scheduled workday following the holiday on Union business without pay from the Company, he will be eligible for such pay. When employees in a classification are required to work on such days, the Company will, as far as practicable, taking into account the nature of the work and availability of employees, make such assignments on the basis of the then posted overtime list, and two times the number of all hours worked on a holiday or "his holiday" will be charged, for purposes of the overtime list, as if such assignment had been made up of overtime hours.

- (c) When an employee is required to work on a holiday or "his holiday," the rate of pay for such work shall be two times his straight-time rate of pay. In addition, he shall be paid eight hours' pay at his straight-time rate.

Section 13. Each employee with seniority may, if the needs of the service will permit, be absent from work without loss of his straight-time pay a maximum of two regular daily work periods in any calendar year. If possible, requests for such paid absences must be submitted at least three days in advance. In no event will an employee be allowed such a paid absence without first making arrangements with his supervisor. The Company will respect the wishes of the employee as to the time of taking such paid absences insofar as the needs of the service will permit. Such paid absences if unused in one calendar year will not accumulate nor be extended into another calendar year. However, an employee who has not used such paid absences and is at work or absent with pay on his last scheduled workday in the next to the last pay period of that year shall be paid an allowance in lieu of the paid absences. Such allowance will be paid on the employee's last payday for that year. Likewise, an employee who has not used such paid absences and is at work or absent with pay on his last scheduled workday immediately preceding his Disability, Normal, Early, or Deferred Retirement Date shall be paid an allowance in lieu of such paid absences as soon as practicable. The rate of pay used to calculate the allowance will be the employee's regular straight-time rate.

Section 14. Any work done outside the scheduled working hours provided for in this Article shall be considered overtime work. If an emergency should require the temporary establishment of abnormal working schedules, the 40-hour weekly schedule regularly in effect shall be used for determining off-duty days.

The rate of pay for overtime work during the workweek and on an employee's first off-duty day shall be time and one-half and the rate of pay for overtime work on an employee's second off-duty day in the workweek shall be double time. Overtime pay shall not be accumulated upon more than one basis.

Section 15. If at least one of an employee's regular daily work periods in any workweek includes more than three hours between 3 PM and 8 AM, he shall be paid a premium of 80 cents per hour for all hours worked between 3 PM and midnight and 1 dollar per hour for all hours worked between 12:01 AM and 8 AM on any day during that week in which he works more than three hours between the hours of 3 PM and 8 AM. However, if more than seven hours of a given regular daily work period fall between the hours of 3 PM and 8 AM, the appropriate premium will be paid for all hours worked during such regular daily work period. The premium pay provided in this Section shall be paid in addition to overtime rates.

Section 16. When Sunday is scheduled as part of an employee's regular five-day workweek, if no half-time or full-time premium applies to the time worked, a premium of 25% of the employee's straight-time rate shall be paid for such time worked on Sunday.

ARTICLE XII

Vacation

Section 1. An employee who is not a probationary employee shall be entitled to a vacation from work without loss of his straight-time pay each calendar year as set forth in Section 2 of this Article.

Section 2. The amount of vacation to which an eligible employee is entitled shall be governed by the following rules:

- (a) An employee who is not a probationary employee and has completed less than one year of continuous service shall be entitled to a vacation of 1/12th of five workdays (or one week), to the nearest full workday, for each full month remaining in the calendar year, commencing on the first day of the month following the employee's completion of his probationary period. If an employee completes one year of continuous service in the same calendar year that he completes his probationary period, the employee will be

entitled to a vacation of ten workdays (or two weeks), reduced by any vacation entitlement in accordance with the preceding sentence. An employee shall be entitled to a vacation of ten workdays (or two weeks) on January 1 in the year following the completion of his probationary period.

- (b) An employee who has completed at least one year but less than six years of continuous service shall be entitled to a vacation of ten workdays (or two weeks).
- (c) An employee who has completed at least six years but less than 14 years of continuous service shall be entitled to a vacation of 15 workdays (or three weeks) Such employee shall be entitled to a vacation of 15 workdays (or three weeks) effective on January 1 in the year the employee will complete six years of continuous service.
- (d) An employee who has completed at least 14 years but less than 22 years of continuous service shall be entitled to a vacation of 20 workdays (or four weeks). Such employee shall be entitled to a vacation of 20 workdays (or four weeks) effective on January 1 in the year the employee will complete 14 years of continuous service.
- (e) An employee who has completed 22 or more years of continuous service shall be entitled to a vacation of 25 workdays (or five weeks). Such employee shall be entitled to a vacation of 25 workdays (or five weeks) effective on January 1 in the year the employee will complete 22 years of continuous service.

Section 3. If an employee is receiving sick benefits in accordance with the provisions of Article XIII, Section 1 or 2, he may use any unused portion of the vacation to which he would be entitled if he were working, rather than receive sick benefits. If an employee is receiving sick benefits in accordance with the provisions of Article XIII, Section 1 or 2 in any calendar year, he must, when the unused portion of the vacation to which he would be entitled if he were working equals the remaining workdays of the year, use such vacation rather than receive sick benefits, except that he may defer one-half to the nearest full day, of the unused portion of the vacation to which he would be entitled if he were working, to the next calendar year. If an employee is receiving supplemental pay benefits in accordance with the provisions of Article XIII, Section 3 in December of any calendar year, one-half, to the nearest full day, of the unused portion of the vacation to which he would

ARTICLE XII

be entitled if he were working will be deferred to the next calendar year.

Section 4. Allowances in lieu of vacations shall be governed by the following rules:

- (a) At the time an employee quits, is released for lack of work, is placed on leave of absence to perform military service and he is not expected to return to work from such leave before the end of the calendar year, retires, during a year in which he works or receives sick benefits or supplemental pay or is discharged during the calendar year under consideration, he will be paid an allowance for any unused vacation to which he would be entitled if he were working, including any vacation deferred in accordance with Sections 3 and 9 of Article XII. An employee who retires with Retirement Income in accordance with the provisions of Section IV of the Pension Plan shall be paid an additional allowance equal to 1/12 of the vacation, excluding any vacation deferred in accordance with Article XII, Sections 3 and 9, to which he was entitled during the calendar year in which he retires for each full month which has elapsed during such year.
- (b) If an employee dies, his next of kin will be paid an allowance for any unused vacation to which he was entitled at the time of death, including any vacation deferred in accordance with Article XII, Sections 3 and 9, plus 1/12 of the vacation, excluding any vacation deferred in accordance with Article XII, Sections 3 and 9, to which he was entitled during the calendar year in which he dies for each full month which has elapsed during such year.
- (c) At the time an employee exhausts the half-day sick benefits to which he is entitled in accordance with the provisions of Article XIII, Section 2, he will be given the following options for any unused portion of the vacation to which he would be entitled if he were working:
 - (1) To be paid an allowance at such time, or
 - (2) To defer being paid the allowance to a later time in that calendar year. If an employee exercises this option (2) and returns to work before the end of the calendar year and before being paid the allowance he may take his vacation subject to all of the provisions of this Article. In no event, will the exercise of this option serve to

extend any of the benefits of the Working Agreement and the employee will be treated as if he received the allowance at the expiration of his half day sick benefits.

- (d) An employee may elect to receive an allowance in lieu of any vacation to which he may be entitled for the calendar year in question *in excess of ten workdays (or two weeks)*. Such election must be made in increments of five workdays (or one week). The allowance will be paid on the employee's last payday preceding his first week of vacation from work after giving notice of his election unless the allowance in lieu of all of the remaining vacation is payable in accordance with the provisions of Article XII, Section 4(e). *The employee must notify the appropriate superintendent or department head in writing at least two weeks prior to the date upon which he is to receive the allowance.*
- (e) Except as provided in Article XII, Section 3 and Subsections (c) and (g) of this Section 4 which shall take precedence over the provisions of this Subsection, an employee will receive an allowance in lieu of any unused portion of the vacation to which he may be entitled which has not been deferred into the next calendar year in accordance with Article XII, Section 9; *provided, however, this provision will apply only to vacation to which the employee may be entitled for the calendar year in question in excess of ten workdays (or two weeks) and the employee must have had at least five workdays' (or one week) vacation from work prior to making his election, and; provided further, that this provision will not apply to vacation which has been deferred from the previous calendar year. The allowance will be paid on the employee's last payday for that year.*
- (f) The rate of pay used to calculate the allowances referred to in Subsection (a), (b), (c), (d) or (e) of this Section will be an employee's regular straight-time rate.
- (g) At the time an employee exhausts his supplemental pay benefits in accordance with the provisions of Article XIII, he will be paid an allowance for any unused portion of the vacation to which he would be entitled if he were working, *including any vacation deferred in accordance with Article XI, Sections 3 and 9. The rate of pay used to calculate such an allowance will be the supplemental pay the employee was receiving in accordance with the provisions*

ARTICLE XII

of Article XIII, Section 3.

Section 5. If a holiday occurs during an employee's vacation he shall be entitled at his option to an extra day's vacation or eight hours' pay at his regular straight-time rate in lieu thereof. An employee must give notice of his option before he begins his vacation. No extra premium will be paid for any hours worked on either account. A holiday will be construed to occur during an employee's vacation period, if the vacation period consists of at least three consecutive regular daily work periods and the employee would have otherwise celebrated a holiday on any such day.

Section 6. In the event that an employee is or becomes ill prior to his scheduled vacation time, he will be permitted to change his vacation to a subsequent date. If an employee is admitted to a legally constituted hospital during his scheduled vacation, the period of his hospital confinement will be charged against his sick leave benefits (under Article XIII) if any, and he will either resume his vacation beginning with the first day following his discharge from the hospital, or he will defer the balance of his vacation to a later date. In either event he shall give the Company prompt notice of and proof of his hospitalization, and shall notify the Company of the date of his return to service at least 48 hours prior to such date of return. If he elects to defer the balance of his vacation to a later date, he must return to work within 48 hours of the time of his release from the hospital, unless it is physically impossible to do so and in such case he shall immediately notify the Company and return at the earliest possible time. If a death occurs in his immediate family (as defined in Section 4 of Article XIII) and the length of time he is permitted to be absent from work is during or extends into his scheduled vacation time, he will be permitted to extend his vacation without loss of his regular straight-time pay from the occurrence of the death until the day after the funeral but in no case more than three workdays; the workdays referred to being the same days he would have been scheduled to work had he not been on vacation. Consideration of such requests is contingent upon prompt notice, and reasonable proof of illness or death in the immediate family, to the employee's immediate supervisor.

Section 7. At an appropriate time each year employees who are entitled to vacations will express their preferences as to vacation periods and the Company shall, as soon thereafter as possible, establish workable vacation schedules. In establish-

ing such schedules, the Company will respect the wishes of the employees as to the time of taking their vacations, insofar as the needs of the service will permit, including the scheduling of consecutive vacation at the end of one vacation year and the beginning of the next. However, requests for vacations submitted in writing on or before April 1 will be given preference over other requests for vacation. If more than one employee submits such written request for vacation to be taken during the same workweek or workweeks, the request of the employee with the greater bargaining unit continuous service will be given preference over other requests for vacation during such period. In order for an employee to exercise continuous service preference, the written vacation request must be submitted to his supervisor 14 calendar days prior to the beginning of the vacation.

Section 8. All vacations shall be taken on consecutive days and in increments of one week, beginning on Monday, unless the Company grants an employee's request for some other arrangement. However, the Company may grant an employee's request for some other arrangement so long as that request for vacation is in increments of full workdays. Those employees who work other than a Monday through Friday daytime basis will be allowed to begin their vacations on days other than Monday.

Section 9. Vacation time shall not accumulate from one year to another except as specifically provided in this Section and Section 3 of this Article. An employee may defer one-half, to the nearest full day, of the vacation to which he is entitled, including vacation deferred from the previous year, to the next succeeding calendar year in accordance with the following rules:

- (a) The employee, prior to December 1, must notify the appropriate superintendent or department head in writing that he elects to defer a portion of his vacation to the next succeeding calendar year. However, if an employee's vacation, scheduled to be taken on or after December 1, is cancelled because of his attendance at a Company training school, such employee may defer that period of vacation to the next succeeding calendar year.
- (b) The deferred vacation must be in increments of full days.
- (c) An employee may not use the deferment privileges of this Section in five successive years.

ARTICLE XIII

Sick Leave Benefits

Section 1. (App. Ltrs. 5 and 16) Employees who have completed at least six months' continuous service with the Company shall be entitled to sick benefits in the event that, from time to time, they may not be able to perform their work on account of personal illness, or personal injuries not covered by the Michigan Workers' Disability Compensation Act. Employees who are absent from work on this account will be paid their regular straight-time pay for all lost time in any one fiscal year up to the maximum set forth in the following schedule of periods of continuous service. The fiscal year for the purposes of this Article, will begin the Monday preceding, or coinciding with, March 1 each year.

Periods of Continuous Service and Maximum Benefits Payable

6 months or more and less than 5 years
30 full workdays (6 weeks) and 30 half days

5 years or more and less than 10 years
45 full workdays (9 weeks) and 45 half days

10 years or more and less than 15 years
50 full workdays (10 weeks) and 50 half days

15 years or more and less than 20 years
60 full workdays (12 weeks) and 60 half days

20 years or more and less than 25 years
80 full workdays (16 weeks) and 80 half days

25 years or more
100 full workdays (20 weeks) and 100 half days

The payment of these benefits will also be subject to the following conditions:

- (a) In the event an employee is absent on account of illness more than twice during a fiscal year, one day's regular straight-time pay shall be deducted from the benefits

payable for subsequent absences on account of illness in the same fiscal year, if the absence does not exceed one day and two days' pay for absences in excess of one day. An absence because of an illness extending from one fiscal year into the immediately succeeding fiscal year shall not be considered an occasion or an absence during the new fiscal year for purposes of this Section. The first two occasions upon which an employee reports for work during a fiscal year and, in the judgment of his immediate supervisor, he becomes physically unfit to perform his duties for reasons other than those stated in Section 1(d) hereof, he shall be excused for the day without loss of his regular straight-time pay. On each subsequent occasion within the fiscal year the employee shall be excused without pay, unless the employee is absent on account of illness on his next scheduled workday.

If an employee returns to work after an illness and it is determined that he has not recovered sufficiently from such illness to continue working he shall be excused and the absence resulting therefrom shall not be counted as an additional illness. When an employee reports for work and, in the judgment of his immediate supervisor, he is physically unfit to perform his duties for any reason other than that specifically excluded in the preceding sentence, that day shall be charged against his sick benefits, if any, and he will be paid for the day only if he is otherwise entitled to sick benefits in accordance with the provisions of this Section. In addition, and in order to reward the employee who was not absent from work because of an illness during the previous fiscal year, the number of such allowable absences without loss of his regular straight-time pay shall be increased by one for each successive fiscal year the employee is not absent from work because of illness beginning March 1, 1949, up to a maximum of five absences. The additional allowable absences so earned will subsequently be reduced by one for each absence in any fiscal year, but not before the two allowed in this Subsection have been used. Thereafter, the regular deductions provided for in this Section shall apply.

- (b) The employee shall adopt such remedial measures that may be appropriate for this disability and, if requested by the Company, permit such reasonable examinations or inquiries by the Company's medical representative as may

ARTICLE XIII

be necessary to ascertain the employee's condition from time to time.

- (c) The employee shall, on request, present a doctor's certificate, or other proof of illness satisfactory to the Company, covering the full period of absence for which he is to be paid.
- (d) Sick benefits will not be paid when absence is due to use of drugs, venereal disease, willful misconduct, or any other self-induced disability, or under the influence of intoxicating liquors, or to an injury incurred while gainfully employed. However, an employee who is unable to work because of his participation in a rehabilitation program for substance abuse at a Company-approved substance abuse treatment facility will, if he is otherwise eligible, be eligible for sick benefits not to exceed a lifetime maximum of 30 calendar days, for participation in not more than two such programs. The reference to an injury incurred while gainfully employed shall not apply, however, to an employee on leave of absence for Union business in accordance with the provisions of Article VII, Section 11 when employed by the Union.
- (e) To be entitled to sick benefits, an employee must be on the active payroll at the time his illness begins, or must be absent because of an illness which commenced during the 12 months' period immediately preceding the commencement of the then current fiscal year. Sick benefits unused within the fiscal year, will not accumulate nor be extended into another fiscal year.
- (f) Any employee found by either the Company or the Union to have abused the sick leave privileges herein provided for shall be subject to discipline by the Company and by the Union.
- (g) Any employee who becomes so disabled under circumstances where there is, or may be, a dispute whether his disability is covered by the Michigan Workers' Disability Compensation Act shall nevertheless receive sick leave benefits in the amount and at the time specified herein if the employee first executes Company Form #178 providing that the Company will receive full credit for all such payments received by the employee against any benefits for any disability later determined to be covered by the Michigan Workers' Disability Compensation Act.

- (h) For purposes of this Section, the rate of pay to be used to calculate benefits will be .90 of the employee's regular straight time hourly rate.

Section 2. (App. Ltr. 5) The application of the half days' sick leave provided herein is subject to the following conditions:

- (a) The additional half days are not usable until an employee's full days of benefits have been fully expended.
- (b) The additional half days are not to be added together to provide a lesser number of full days of benefits. For example, 30 half days of benefits are not equivalent to 15 full days. After an employee has used all of his full days of benefits, he is entitled to receive four hours of pay at his regular straight-time rate (one-half day of sick benefits) for each full day he is absent because of illness until all half days have been used.
- (c) If an employee is unable to report for work in the morning due to illness, and he recovers to the extent that he is not incapacitated for the entire day and he returns to work in the afternoon, he is entitled to receive four hours of pay at his regular straight-time rate (one-half day of sick benefits) and in addition, pay for the work performed. In such instance his remaining allowable sick benefits should be reduced by one-half day.
- (d) If an employee is absent on account of illness more than twice during a fiscal year (or in excess of the additional allowable absences which he may have earned), he will not receive any pay for the first day of his absence, or the first two days if the absence exceeds one day, even though the employee's remaining allowable sick leave consists only of half days.
- (e) For purposes of this Section, the rate of pay to be used to calculate benefits will be .90 of the employee's regular straight time hourly rate.

Section 3. An employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Company and covered by the Michigan Workers' Disability Compensation Act and/or the Michigan No-Fault Automobile Insurance Act, shall be paid supplemental pay, in addition to Workers' Disability Compensation weekly payments and/or no-fault wage payments from or on behalf of the Company, in such an amount that the weekly total of such supplemental pay and

Workers' Disability Compensation payments and/or no-fault wage payments, together with any straight-time wages earned during the week, will equal 40 times .90 of the straight-time rate the employee was earning on the date of the injury which caused the total disability. Such pay will begin from the first day of the total disability. Eligibility for such pay shall terminate upon the payment of supplemental pay for a total of 52 weeks or the expiration of a 400-week period commencing as of the date of the injury which caused the total disability, whichever occurs first. Employees entitled to such Workers' Disability Compensation payments and/or no-fault wage payments, whose eligibility for supplemental pay has terminated, whose total disability does not appear within 400 weeks following the date of the injury causing the total disability, or who are otherwise not specifically entitled to such supplemental pay, will be paid by or on behalf of the Company in accordance with the provisions of the Michigan Workers' Disability Compensation Act and/or the Michigan No-Fault Automobile Insurance Act.

Section 4. In the event of a death in the employee's immediate family; i.e., the employee's spouse, child, father, mother, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, stepfather, stepmother, stepchild, half-brother and half-sister, and if living in the immediate household, the employee's aunt or uncle, the affected employee will be permitted, upon request, to be absent from work without loss of the employee's straight-time pay from the occurrence of the death until the day after the funeral, but not more than three workdays. However, an exception will be made to include one additional workday, if the burial requires traveling to the extent that the employee cannot return in time to secure eight hours' rest before the beginning of his scheduled work period. It is understood in this connection that the time so taken includes attending the funeral.

Section 5. In the event a member of an employee's own household (an employee's spouse, child, step child, father or mother, or person under the employee's legal guardianship) becomes critically ill, is totally anesthetized or must be removed from a hospital, the affected employee shall be excused from work without loss of straight-time pay for a reasonable period of time.

Section 6. (App. Ltr. 17) An employee shall be excused for a reasonable length of time without loss of straight-time pay for

medical treatment for the employee or the employee's spouse, mother or father who is a member of an employee's own household, or child, including a child under the employee's legal guardianship, when appointments outside of working hours are not practicable and the presence of the employee is required. Likewise, in connection with the birth of each of his children, an employee will be allowed to be absent from work on one occasion within the period commencing when the employee's wife goes to the hospital for the purpose of delivery and continuing for such time as may be reasonable under the circumstances and such absence without loss of his straight-time pay shall not exceed eight hours.

ARTICLE XIV

Work Limitations

Section 1. No supervisor or other employee outside of the Bargaining Unit shall perform any of the duties regularly and customarily performed by employees covered by this Agreement, except when necessary in order to protect life, limb or property, or to instruct or train other employees, or in emergencies in order to maintain adequate and uninterrupted service to the public.

ARTICLE XV

Wages and Paydays

Section 1. (App. Ltr. 19)

- (a) The schedule of hourly wage rates attached hereto, marked Exhibit "A," and made a part hereof, are the Starting and Standard Rates for each job coming within the scope of this Agreement. The job titles referred to therein are the same job titles as those contained in the Company's "Job Manual for Operating, Maintenance and Construction Employees" copies of which have been furnished to the Union. The specifications as to the duties involved in, and the qualifications necessary for the performance of each job listed in said Job Manual are likewise, by reference, made a part of this Agreement. The Company will fairly and consistently apply Job Descriptions by not assigning employees work which is entirely dissimilar and unrelated

ARTICLE XV

to the duties listed in his Job Descriptions or Job Descriptions for lower rated jobs in his occupational group.

- (b) The Starting and Standard Rates for Meter Reader, Chief Janitor, Janitor, Advanced Unskilled Worker or Unskilled Worker shall be the specially designated Starting and Standard Rates set forth in Exhibit "A". The Starting Rates for these job classifications shall be increased on June 5, 2000 and June 4, 2001 and June 3, 2002, June 2, 2003, and June 7, 2004 in accordance with the table in Article XXII, Section 5.

Section 2. Except as otherwise specifically provided herein, each employee shall be paid the Starting Rate of the job to which he is assigned.

Section 3. If an employee is promoted to a job listed in Exhibit "A", he shall receive an increase of:

- (a) twenty-five cents per hour, or
- (b) the Starting Rate of the job to which he is promoted, or
- (c) fifty-cents below the Standard Rate of the job to which he is promoted if at the time of promotion the employee has three or more years of seniority in the occupational group of the job to which he is promoted, whichever is greater.

In addition he shall receive any increase to which he is entitled in accordance with the provisions of Subsection 5(g) of this Article. However, no employee shall be paid more than the Standard Rate of the job to which he is promoted.

Section 4. The rate of pay of an employee who is transferred to a job in the same or a lower labor grade in accordance with the provisions of Article VII, Section 9, shall be twenty-five cents per hour below the Standard Rate of the job to which he is transferred, provided he has at least one year's continuous service at the time of transfer.

Section 5. At intervals of six months each, each employee is eligible for a merit increase, subject to the following rules:

- (a) Such increase shall be in the amount of twenty-five cents per hour (or \$10.00 per week for weekly rated jobs), except that the last increase shall be an amount required to reach the Standard Rate of the job to which he is assigned, but not to exceed thirty-five cents per hour, provided, however, that in the case of employees in job classifications listed in Article XV, Section 1(b), the merit increase shall be in the

amount of 25 cents per hour for each of the first 6 such increases and 50 cents per hour for each of the last two such increases.

- (b) No employee shall be paid more than the Standard Rate of the job to which he is assigned.
- (c) No employee shall receive a merit increase unless his work performance during the last six-month interval is satisfactory.
- (d) If an employee receives a disciplinary layoff, the entire period of the disciplinary layoff shall be added to the six-month interval referred to in this Section.
- (e) If an employee is absent from work for more than one month on each occasion, the entire period of absence shall be added to the six-month interval referred to in this Section.
- (f) A temporary assignment shall not serve to extend the six-month interval referred to herein.
- (g) Each full week of experience acquired while an employee is temporarily promoted shall be credited to the six-month interval referred to in this Section if he is subsequently promoted to the higher rated job.
- (h) Merit increases shall become effective as of the first day of the workweek in which the increase is granted.

Section 6. When an employee regularly fills two or more of the jobs listed in Exhibit "A," he shall be designated as a "Combination Relief Employee" and shall be paid the average of the wage rates applicable, weighed in proportion to the amount of time employed on each, plus ten percent of such average rates (to the nearest one cent per hour), but not more than the Standard Rate for the highest rated job he fills.

Section 7. (App. Ltrs. 18 and 20) It will be the policy of the Company not to establish combination jobs consisting of jobs in two or more occupational groups unless there is insufficient work in one of such jobs to provide full-time work. In such cases the Company may make such combinations on an irregular schedule and the time spent in such jobs may vary according to the work available. The job title used shall include the jobs the employee is expected to fill and he shall be paid the Standard Rate for the highest rated job he fills.

Section 8. Where, in the judgment of management, an individual employee's experience or qualifications, or other circum-

stances justify such action, a higher Starting Rate than that specified in Exhibit "A" may be applied, or the periodic merit increases specified in Section 5 hereof, may be accelerated as to that particular employee; provided, however, that no such rate shall exceed the Standard Rate specified for the job to which he is assigned.

Section 9. If an employee is temporarily (ie, on a day-to-day basis and for less than five days) assigned to a job with a higher Standard Rate, he shall receive an increase of twenty-five cents per hour, or the Starting Rate, whichever is greater, but in no event shall he be paid more than the Standard Rate of the job to which he is temporarily assigned. If the temporary assignment is for one-half of his regular daily work period or less, he shall receive the increase in pay for four hours. If the period of the temporary assignment is for more than one-half of his regular daily work period, he shall receive the increase in pay for eight (8) hours. If an employee is temporarily assigned to a job with a higher Standard Rate during the hours when overtime rates must be paid, he shall receive an increase of twenty five cents per hour, or the Starting Rate, whichever is greater, but in no event shall he be paid more than the *Standard Rate of the job to which he is temporarily assigned*; such increase shall be paid only for the hours worked while he is assigned to the higher rated job.

Section 10. If an employee is temporarily transferred to a job which carries a Standard Rate which is lower than the wage rate he is receiving, he shall suffer no reduction in his rate of pay on that account. If, however, he is regularly assigned to a lower rated job, due to a change in the Company's operating conditions, he shall be paid the *Standard Rate for the job to which he is so assigned, except that an employee who has completed 25 or more years of continuous service will not have his rate of pay reduced and his seniority in his new job classification shall be that which he had in the job classification which he left.* When an employee who has been released for lack of work is reemployed within 30 calendar days from and after the day upon which he was so released, he shall be paid the Standard Rate of the job to which he is so assigned, provided, the employee is assigned to a job in a lower labor grade in an occupational group other than the one to which he was assigned at the time of his release.

Section 11. The Company will negotiate with the local union in an effort to place an employee in an appropriate job, who has

been so incapacitated that he is unable to carry out his assigned duties, with due emphasis placed upon his length of service, rate of pay and the type of work he was performing at the time he became so incapacitated, except that an employee who has completed 25 or more years of continuous service and in the opinion of the Company's physician is unable to perform his regular duties due to a physical condition or impairment, will be assigned to a job classification and work that he is able to perform. His seniority in the new job classification shall be that which he had in the job classification in which he left. If he is assigned to a lower rated job, his previous rate of pay shall not be reduced if he has completed 25 or more years of continuous service. No further wage increase will be granted such employee so long as he is paid more than the maximum rate for the job title in which he is placed, except as otherwise provided in Article XXII, Section 5.

Section 12. Except as provided in Sections 11 and 13 of this Article, the wage provisions of this Article do not apply to employees who are incapacitated by age or other cause as to be unable to perform all of the normal duties required by his classification but who, in the judgment of the Company can be of some limited service. A special rate, taking into account the circumstances of the case, will be applied in each such case, after conferring with the Local Union President.

Section 13. When an employee is unable to perform all of the duties of his job classification due to a disability suffered as a result of his employment with the Company and covered by the Michigan Workers' Disability Compensation Act, the Company will negotiate with the local union in an effort to place such employee in an appropriate job provided the employee is qualified for and capable of performing such job. In order to implement this policy, the Company will first attempt to place the disabled employee in a job in the occupational group in which he was employed at the time of his injury, and following this, the Company may place a disabled employee with five years or more of continuous service in any such job within Energy Distribution or within Energy Supply, whichever is applicable, then held by an employee having less than five years of continuous service. If no job that he can perform is available, he shall be placed on an availability list for placement in a job which he can perform if and when it becomes vacant. The disabled employee shall have seniority in his new job classification as provided in Article VII, Section 5. The employee so replaced

ARTICLE XV

may exercise his seniority rights under this Agreement except as to the disabled employee who replaced him. Each disabled employee, except in cases involving disability for a loss of member specified in the Act which arose out of an injury which occurred prior to March 1, 1966, as long as compensation payments continue and he continues to work, shall be paid an amount, including such compensation payments, equal to the straight-time pay he was receiving at the time of his injury, adjusted to current rates, provided such pay shall terminate on the expiration of a 400-week period commencing as of the date of injury. While the employee is incapacitated to an extent that will prohibit the performance of all of the duties of his former classification, he shall, at the termination of compensation payments, be treated as provided in Section 11 or 12 of this Article, whichever is applicable.

Section 14. If an employee is temporarily promoted (ie, for five days or more) he shall be paid in accordance with the provisions of Article XV, Section 3. Upon his return to his former job he will receive the same rate of pay that he would have received had he remained on his regular assignment, except that when an employee has been temporarily promoted to a classification within his occupational group for an aggregate of 26 weeks, upon his return to his regular classification he shall receive the Standard Rate of his regular classification.

Section 15. The Company may assign work of any nature consistent with the employee's capabilities when work in keeping with the employee's classification and Job Description is not available, subject to the conditions that the assignment be temporary, that the employee be qualified and equipped to do such work, and that he be paid his straight-time rate or a higher rate of pay if the work which he is asked to do carries a higher rate.

Section 16. Weekly payroll periods will be closed at midnight each Sunday and paychecks for the straight time earned will, unless otherwise provided, be issued not later than the end of the work period on the first Friday following. In the event an employee is not scheduled to work on Friday, and his paycheck is available, it will be issued to him, on request, not later than the end of the work period on Thursday. Overtime and premium pay will be paid not later than the end of the work period on the second Friday following.

ARTICLE XVI

Retirement Plan

Section 1. A revised Pension Plan was made effective as of September 1, 2000, and shall continue in force and effect to and including August 31, 2005. Said plan may not be subject to demand by the Union for addition or for negotiation prior to April 1, 2005 and no amendment thereof or supplement thereto which would change benefits applicable to any employee represented by the Union shall become effective prior to September 1, 2005. Said plan, which is to be set forth in a printed booklet entitled "Pension Plan for Employees of Consumers Energy Company as Amended to and Including Amendment of September 1, 2000" is subject to the terms and conditions set forth therein.

ARTICLE XVII

Separation Allowance

Section 1. Although the Company may find it necessary to release some employees on account of lack of work from time to time, it is not expected that there will be any extensive reduction of the size of the working forces during the term of this Agreement. Accordingly, a Separation Allowance is being provided herein for the duration of this Agreement, but without commitment for the same on the part of the Company thereafter.

Section 2. Any regular full-time employee who has completed one year or more of continuous service and who is released by the Company during the term of this Agreement on account of lack of work shall be paid a Separation Allowance. The amount of the Separation Allowance will consist of the employee's regular straight-time pay for five workdays (one week) for each full year of continuous service, minus the amount or amounts of any Separation Allowance paid to the employee on any previous occasion or occasions. This allowance shall be in addition to any vacation pay in lieu of vacation to which the released employee may be entitled, but will be subject to the following conditions:

- (a) Loss of a particular job shall not be considered a release on account of lack of work if employment is available to the employee by the exercise of any of his rights under this

ARTICLE XVII

Agreement except as provided in Article VII, Section 17.

- (b) Loss of a particular job shall not be considered a release on account of lack of work if the employee is offered work at the time of such release with any subsidiary or affiliated company of the Company or with any company acquiring or succeeding to all or any part of the property of the Company.
- (c) An employee shall not be eligible for a Separation Allowance if released by the Company on account of lack of work as the result of being replaced by an employee returning from military service.
- (d) An employee who is paid the Separation Allowance shall retain his recall rights in accordance with Article VII, Section 17 and Article VII, Section 18. In the event the employee is not recalled within the time limits expressed within Article VII, Section 17(k) or Article VII, Section 18, he shall forfeit all reemployment rights and any other privilege, right, or benefit, to which he may be entitled under this Agreement at the time of his release by the Company, except vested rights, if any, under Section VII of the Pension Plan as amended to and including September 1, 1989 and except any rights under Article XVIII of this Agreement.
- (e) If an employee is reemployed under the provisions of Article VII, Section 17(k) or recalled for work within the time specified in Article VII, Section 18 and he wishes to restore his Separation Allowance to the status that it was at his time of release for lack of work he may do so by paying to the Company within 30 days of reemployment in a lump sum the gross amount of the Separation Allowance paid to him at the time of his release.

Section 3. For the purposes of this Article, "lack of work" shall include the inability of the Company to place an employee, who has exhausted his vacation, sick leave or supplemental pay benefits, in an appropriate job as provided in Sections 11, 12 and 13 of Article XV, because of such employee's incapacity for age or any other reason. "Lack of work" shall not include the retirement of an employee under the provisions of the Pension Plan for any reason.

ARTICLE XVIII

Group Insurance

Section 1. The existing practices as to group life insurance and group hospital and surgical insurance shall be continued during the term of this Agreement, except for such changes in the plans as may be agreed upon. Increases or decreases in the life insurance premium attributable to that part of such Insurance being paid by the employee, which have occurred during the past year, or which occur thereafter, shall be assumed by or shall inhere to the employee. Commencing January 1, 1990, any increase in the premiums for Group Health Care Insurance will be paid by the employee except as provided in Article XXII, Section 2.

Section 2. Group Health Care Insurance benefits are not payable for any disability due to an injury covered by the Michigan Workers' Disability Compensation Act, or other similar acts, covering occupational injuries or diseases. In order to facilitate the reimbursement, if any, of the Group Health Care Insurance Carrier for benefits paid for any disability later determined to be covered by the Michigan Workers' Disability Compensation Act, or other similar acts, covering occupational injuries or diseases, the Company will, to the extent that it is liable for such payments, directly repay the Insurance Carrier for the benefit of the employee.

Section 3. Any employee may enroll in the Company's Group Health Care Insurance Plan. The employee shall pay the applicable monthly premium for such insurance in advance each month until he becomes eligible to have the Company contribute toward the payment of such premium in accordance with existing practices as to group hospital and surgical insurance.

Section 4. An employee who receives a disciplinary layoff shall be allowed to continue in the Company's Group Health Care Insurance Plan by paying the applicable monthly premium or portion thereof for such insurance in advance each month until he returns to work. However, during the first 31 days of such layoff or any portion thereof, the employee shall only make the same contribution required of active employees, if any. Likewise, an employee who is discharged from the Company shall be allowed to continue in the Company's Group Health Care Insurance Plan until such time as he has exhausted his

appeal rights as outlined in Article III, Section 8 of the Working Agreement. During this period the discharged employee shall pay the applicable monthly premium for such insurance in advance each month and the insurance shall terminate when such appeal rights are exhausted. In the event that during the appeal procedure the grievance is sustained in whole or part, the employee shall be reimbursed for that portion of the applicable premium he has paid.

ARTICLE XIX

Death Benefit Plan and Discounts

Section 1. The existing practices with respect to the Company's Death Benefit Plan shall be continued during the term of this Agreement, except for such changes in the Plan as may be agreed upon.

Section 2. The existing practice as to employee discounts from the prices charged the public for certain goods and services shall be continued during the term of this Agreement except for such changes in discount practices as may be agreed upon.

ARTICLE XX

Job Evaluation

Section 1. The Job Evaluation Plan which has been adopted by the parties shall remain in effect for the duration of this Agreement.

Section 2. Changes in the Job Descriptions, presently contained in the Job Evaluation Plan, may only be made in accordance with the following procedure:

- (a) Should the Company contemplate changes in a Job Description or group of Job Descriptions, including such changes resulting from the combination (or integration) by the Company of two or more occupational groups, the Company will advise the Union of such changes at least 30 days prior to the proposed effective date of such changes, and, during such period, enter into negotiations in an attempt to reach agreement respecting such changes.

- (b) Failing to reach agreement as provided for above, either of the parties may submit the matter to arbitration for the purpose of determining whether the contemplated changes are arbitrary or capricious or to determine the accuracy of the revised Job Descriptions as well as the proper rates of pay therefore. If the Arbitration Board determines that the changes are not arbitrary or capricious but that the changes would adversely affect any employee or employees, the Arbitration Board may make such award respecting seniority, promotional opportunities and job security of the employees affected thereby as will minimize such adverse effects, but the Arbitration Board shall not rule that the changes may not be placed into effect unless it determines that the change would be arbitrary or capricious. No change submitted to arbitration shall be put into effect until receipt of the arbitration award. In making an award to minimize adverse effects, the Arbitration Board shall not be limited by the first sentence of Section 2 of Article IV.
- (c) A period of no liability will begin upon the Union's request for job evaluation stating the basis of its request. The negotiations process under Article XX will be instituted on that date. In no event will the Company delay its final position later than two months from the date of such request. If the Company denies the Union's request, the Union may submit the request to arbitration, and may do so at the end of the two-month period following the Company's receipt of the request in any case, unless the Company asks the Union to meet and discuss the request during a two-month period commencing with the end of the first two-month period.

During the four-month period from the date of the Union's request the Company will have no monetary liability unless it denies the request, in which case the portion of the four-month period following the denial will not be exempted from liability.

Until the above procedure has resulted in the denial and appeal of a request for job evaluation, no new request may be submitted and only one request may be in the procedure at a time.

Section 3. Nothing in this Agreement shall prohibit the Company from introducing new equipment, machinery or materials in an existing Job Description, or preclude the Company from establishing an entirely new Job Description, the Union having only

ARTICLES XX, XXI & XXII

the right in such cases to negotiate and arbitrate the accuracy of the Job Description and the proper wages and rate ranges. The same rights shall prevail whenever the specifications or requisites of a job are materially revised without a change in Job Description.

ARTICLE XXI Conflict

Section 1. In the event that any provision of this Agreement shall conflict with any Federal or State law, order, directive, regulation, permit provision or license provision now or hereafter enacted or issued, such provision hereof shall not remain operative or binding upon the parties, but the remaining portion of this Agreement shall remain in force and effect.

ARTICLE XXII Effective Date, Duration and Wages

Section 1. This Agreement shall take effect, except as otherwise provided herein, on June 1, 2000, after receipt by the Company of official written notice from the Union to the effect that it has been duly ratified by the Union membership in accordance with the constitution and by-laws of the Union, which notice shall not be given later than May 25, 2000. This Agreement shall continue in full force and effect until June 1, 2005 and shall continue in effect from year to year thereafter, unless either party hereto shall give the other party at least sixty days' written notice, by registered mail, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to terminate the same or to change or amend any of its provisions.

Section 2. The Company will pay any increase in Group Health Care Premium (Group Health Insurance and Prescription Drug Card Plan) during the term of the Working Agreement.

The terms Group Health Insurance and Group Health Care Insurance as used in this Agreement refer not only to an insured plan, but at the Company's option, may refer to a fully self-insured Health Care Plan including, but not limited to, an Administrative Services Only agreement with an insurance Company.

Section 3. The Group Term Life Insurance Policy for employees will be amended effective on September 1, 1995 as follows:

- (a) Company-paid noncontributory Life Insurance for employees who have completed three months of continuous service will be increased from \$20,000 to \$25,000 on the first day of active employment on or after September 1, 1995.
- (b) The amount of contributory coverage available to employees will increase by approximately 10% on the first day of active employment on or after September 1, 1995.
- (c) Effective September 1, 1995 the monthly cost for the employee for contributory insurance will be reduced from \$.35/\$1000 per month to \$.28/\$1000 per month.
- (d) The optional amounts of contributory coverage, the weekly cost of such coverage to the employee and the total contributory and noncontributory coverage available to the employee on the first day of active employment on or after September 1, 1995 are set forth in the following table:

Normal Hourly Rate From To			Non- contributory (Company Paid) Coverage	Contributory (Employee Paid) Optional Coverage	Total Available Coverage*	Weekly Cost
\$ 8.40	\$ 9.62	Option 1	\$25,000	\$ -	\$ 25,000	\$ -
		Option 2	25,000	18,250	43,250	1.18
		Option 3	25,000	36,500	61,500	2.36
		Option 4	25,000	54,750	79,750	3.54
9.63	10.82	Option 1	25,000	—	25,000	—
		Option 2	25,000	21,250	46,250	1.37
		Option 3	25,000	42,500	67,500	2.75
		Option 4	25,000	63,750	88,750	4.12
10.83	12.02	Option 1	25,000	—	25,000	—
		Option 2	25,000	24,250	49,250	1.57
		Option 3	25,000	48,500	73,500	3.13
		Option 4	25,000	72,750	97,750	4.70
12.03	13.22	Option 1	25,000	—	25,000	—
		Option 2	25,000	27,250	52,250	1.76
		Option 3	25,000	54,500	79,500	3.52
		Option 4	25,000	81,750	106,750	5.28
13.23	14.42	Option 1	25,000	—	25,000	—
		Option 2	25,000	30,250	55,250	1.95
		Option 3	25,000	60,500	85,500	3.91
		Option 4	25,000	90,750	115,750	5.86

ARTICLE XXII

Normal Hourly Rate From To			Non- contributory (Company Paid) Coverage	Contributory (Employee Paid) Optional Coverage	Total Available Coverage*	Weekly Cost
14.43	15.61		Option 1	25,000	—	25,000
		Option 2	25,000	33,500	58,500	2.16
		Option 3	25,000	67,000	92,000	4.33
		Option 4	25,000	100,500	125,500	6.49
\$15.62	\$16.80	Option 1	\$25,000	\$ —	\$25,000	\$ —
		Option 2	25,000	36,500	61,500	2.36
		Option 3	25,000	73,000	98,000	4.72
		Option 4	25,000	109,500	134,500	7.08
16.81	18.00	Option1	25,000	—	25,000	—
		Option2	25,000	39,500	64,500	2.55
		Option3	25,000	79,000	104,000	5.10
		Option4	25,000	118,500	143,500	7.66
18.01 & Over		Option 1	25,000	—	25,000	—
		Option 2	25,000	42,500	67,500	2.75
		Option 3	25,000	85,000	110,000	5.49
		Option 4	25,000	127,500	152,500	8.24

*Any increase in coverage due to a change in options is subject to evidence of insurability.

Section 4. The Retired Employees Group Term Life Insurance Policy will be amended with respect to employees (1) who are insured under the Company's OM&C Group Term Life Insurance Policy, (2) who retire with benefits under the Pension Plan on or after September 1, 1992, and (3) who have at least 10 years of continuous service prior to such retirement, to provide for a continuation of \$7,500 of insurance coverage until the employee's death. The premium for such insurance coverage will be paid by the Company. The existing benefits under the Retired Employees Group Term Life Insurance Policy (Plan) will be continued for other retired employees.

Section 5. Effective as of June 5, 2000, after notice of ratification as provided in Article XXII, Section 1, June 4, 2001, June 3, 2002, June 2, 2003 and June 7, 2004, and conditioned upon the ratification of this Agreement, the wage rate of each regular full-time employee on those dates shall be increased in accordance with the table which immediately follows this paragraph. The Starting and Standard Rates in effect on such dates for each job classification shall likewise be increased. Such

increases shall not be made effective for an employee covered by Article XIII until such time as he returns to work. Any employee whose rate of pay on June 4, 2000, on June 3, 2001, on June 2, 2002, on June 1, 2003 or on June 6, 2004, is more than the Standard Rate of the job he then occupies shall, as of the effective date set forth above, receive an increase of one-half the difference between the new Standard Rate and the old Standard Rate for his job (adjusted to the nearest whole cent) provided, however, that his new rate of pay shall not be less than the new Standard Rate for his job.

Grade	Effective June 5, 2000 Cents Per Hour	Effective June 4, 2001 Cents Per Hour	Effective June 3, 2002 Cents Per Hour	Effective June 2, 2003 Cents Per Hour	Effective June 7, 2004 Cents Per Hour
20	\$0.44	\$0.44	\$0.56	\$0.56	\$0.56
19	\$0.40	\$0.40	\$0.51	\$0.51	\$0.51
18	\$0.36	\$0.36	\$0.47	\$0.47	\$0.47
17	\$0.32	\$0.32	\$0.42	\$0.42	\$0.42
16	\$0.29	\$0.29	\$0.39	\$0.39	\$0.39
15	\$0.27	\$0.27	\$0.37	\$0.37	\$0.37
14	\$0.25	\$0.25	\$0.34	\$0.34	\$0.34
13	\$0.22	\$0.22	\$0.31	\$0.31	\$0.31
12	\$0.20	\$0.20	\$0.29	\$0.29	\$0.29
11	\$0.18	\$0.18	\$0.27	\$0.27	\$0.27
10	\$0.17	\$0.17	\$0.25	\$0.25	\$0.25
9	\$0.16	\$0.16	\$0.24	\$0.24	\$0.24
8	\$0.15	\$0.15	\$0.23	\$0.23	\$0.23
7	\$0.14	\$0.14	\$0.21	\$0.21	\$0.21
6	\$0.13	\$0.13	\$0.20	\$0.20	\$0.20
5	\$0.12	\$0.12	\$0.20	\$0.20	\$0.20
4	\$0.11	\$0.11	\$0.19	\$0.19	\$0.19
3	\$0.11	\$0.11	\$0.18	\$0.18	\$0.18
2	\$0.09	\$0.09	\$0.16	\$0.16	\$0.16
1	\$0.09	\$0.09	\$0.16	\$0.16	\$0.16
00	\$0.09	\$0.09	\$0.16	\$0.16	\$0.16

Section 6. Effective June 1, 2000, each employee shall receive an Allowance in addition to his wage rate in accordance with the following rules.

- (a) The Allowance shall be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), published by the Bureau of Labor Statistics, US Department of Labor (1967 = 100), and hereinafter referred to as the BLS Consumer Price Index.
- (b) On May 31, 2000, there existed an Allowance of 83 cents per hour. Effective June 5, 2000, 33 cents of that 83 cents

will be included in the Starting and Standard Rates of all labor grades. The remaining 50 cents shall constitute the Cost Of Living Allowance effective June 5, 2000. Thereafter, during the period of this Agreement, adjustments, if any, in the Allowance will be made as more specifically set forth in Subsections (c), (d), (e), (f), (g) and (h) below.

- (c) During the first year of the Agreement, the Allowance will be adjusted as follows:

<u>Date of Adjustment</u>	<u>Based Upon Difference Between BLS Consumer Price Index for April 2000 and BLS Consumer Price Index for the Base Months of:</u>
October 2, 2000	August 2000
February 5, 2001	December 2000
June 4, 2001	April 2001

If the BLS Consumer Price Index for the base month is less than the BLS Consumer Price Index for April 2000, the Allowance will be reduced by one cent (1¢) for each full .4 point by which the Index for April 2000 exceeds the Index for the base month but not to less than zero. If the BLS Consumer Price Index for the base month exceeds such Index for April 2000, the Allowance will be raised by one cent (1¢) for each full .4 point by which the Index for the base month exceeds the Index for April 2000.

- (d) If, following the adjustment of June 4, 2001, the total increase in the Allowance during the first year of the Agreement computed under (c) above ("computed Allowance") does not equal or exceed 33 cents per hour, the then-current Allowance shall be increased by an amount equal to the difference between the computed Allowance and 33 cents. Immediately following the adjustment(s) of June 4, 2001, the amount by which the then-current Allowance exceeds 50 cents (adjusted to the nearest whole cent), shall be added to the Starting and Standard Rates. Subsequent to June 4, 2001, the remaining 50 cent portion of the Allowance shall be payable until October 8, 2001, and shall thereafter, during the second year of the Agreement, be adjusted as follows:

*Based Upon Difference Between
BLS Consumer Price Index for
April 2001 and BLS Consumer
Price Index for the Base
Months of:*

Date of Adjustment

October 8, 2001
February 4, 2002
June 3, 2002

August 2001
December 2001
April 2002

If the BLS Consumer Price Index for the base month is less than the BLS Consumer Price Index for April 2001, the Allowance will be reduced by one cent (1¢) for each full .4 point by which the Index for April 2001 exceeds the Index for the base month but not to less than zero. If the BLS Consumer Price Index for the base month exceeds such Index for April 2001, the Allowance will be raised by one cent (1¢) for each full .4 point by which the Index for the base month exceeds the Index for April 2001.

- (e) If, following the adjustment of June 3, 2002, the total increase in the Allowance during the second year of the Agreement as computed under (d), above ("computed Allowance"), does not equal or exceed 33 cents per hour, the then-current Allowance shall be increased by an amount equal to the difference between the computed Allowance and 33 cents. Immediately following the adjustment(s) of June 3, 2002, the amount by which the then-current Allowance exceeds 50 cents (adjusted to the nearest whole cent), shall be added to the Starting and Standard Rates. Subsequent to June 3, 2002, the remaining 50 cent portion of the Allowance shall be payable until October 7, 2002, and shall thereafter during the third year of the Agreement, be adjusted as follows:

Based Upon Difference Between

*BLS Consumer Price Index for
April 2002 and BLS Consumer
Price Index for the Base
Months of:*

Date of Adjustment

October 7, 2002
February 3, 2003
June 2, 2003

August 2002
December 2002
April 2003

If the BLS Consumer Price Index for the base month is less than the BLS Consumer Price Index for April 2002, the Allow-

ance will be reduced by one cent (1¢) for each full .4 point by which the Index for April 2002 exceeds the Index for the base month but not to less than zero. If the BLS Consumer Price Index for the base month exceeds such Index for April 2002, the Allowance will be raised by one cent (1¢) for each full .4 point by which the Index for the base month exceeds the Index for April 2002.

- (f) If, following the adjustment of June 2, 2003, the total increase in the Allowance during the third year of the Agreement computed under (e) above ("computed Allowance") does not equal or exceed 33 cents per hour, the then-current Allowance shall be increased by an amount equal to the difference between the computed Allowance and 33 cents. Immediately following the adjustment(s) of June 2, 2003, the amount by which the then-current Allowance exceeds 50 cents (adjusted to the nearest whole cent), shall be added to the Starting and Standard Rates. Subsequent to June 2, 2003, the remaining 50 cent portion of the Allowance shall be payable until October 6, 2003, and shall thereafter, during the fourth year of the Agreement, be adjusted as follows:

<u>Date of Adjustment</u>	<u>Based Upon Difference Between BLS Consumer Price Index for April 2003 and BLS Consumer Price Index for the Base Months of:</u>
October 6, 2003	August 2003
February 2, 2004	December 2003
June 7, 2004	April 2004

If the BLS Consumer Price Index for the base month is less than the BLS Consumer Price Index for April 2003, the Allowance will be reduced by one cent (1¢) for each full .4 point by which the Index for April 2003 exceeds the Index for the base month but not to less than zero. If the BLS Consumer Price Index for the base month exceeds such Index for April 2003, the Allowance will be raised by one cent (1¢) for each full .4 point by which the Index for the base month exceeds the Index for April 2003.

- (g) If, following the adjustment of June 7, 2004, the total increase in the Allowance during the fourth year of the Agreement as computed under (f), above ("computed Allowance"), does not equal or exceed 33 cents per hour,

the then-current Allowance shall be increased by an amount equal to the difference between the computed Allowance and 33 cents. Immediately following the adjustment(s) of June 7, 2004, the amount by which the then-current Allowance exceeds 50 cents (adjusted to the nearest whole cent), shall be added to the Starting and Standard Rates. Subsequent to June 7, 2004, the remaining 50 cent portion of the Allowance shall be payable until October 4, 2004, and shall thereafter during the fifth year of the Agreement, be adjusted as follows:

<u>Date of Adjustment</u>	<u>Based Upon Difference Between BLS Consumer Price Index for April 2004 and BLS Consumer Price Index for the Base Months of:</u>
October 4, 2004	August 2004
February 7, 2005	December 2004

If the BLS Consumer Price Index for the base month is less than the BLS Consumer Price Index for the month of April 2004, the Allowance will then be reduced by one cent (1¢) for each full .4 point by which the Index for April 2004 exceeds the Index for the base month but not to less than zero. If the BLS Consumer Price Index for the base month exceeds such Index for April 2004, the Allowance will be raised by one cent (1¢) for each full .4 point by which the Index for the base month exceeds the Index for April 2004.

- (h) If, following the adjustment of February 7, 2005, the total increase in the Allowance during the fifth year of the Agreement as computed under (g), above ("computed Allowance"), does not equal or exceed 33 cents per hour, the then-current Allowance shall be increased by an amount equal to the difference between the computed Allowance and 33 cents.
- (i) Except as specifically provided herein, the Starting and Standard Rates in effect on the effective date of this Agreement for each job classification shall not be increased or decreased because of this Allowance.
- (j) The amount of the Allowance shall be included in computing all pay.
- (k) In the event the Bureau of Labor Statistics does not issue the Index on or before the Mondays referred to in

Paragraphs (c), (d), (e), (f) and (g) any adjustments required will be made at the beginning of the first pay period after receipt of the BLS Consumer Price Index.

- (l) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any base month.

- (m) The parties agree that payment of the Allowance is dependent upon the availability of the applicable monthly BLS Consumer Price Index in its present form and calculated on the same basis as the Index for April 1989, (1967 = 100) unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for April 2000, August 2000, December 2000, April 2001, August 2001, December 2001, April 2002, August 2002, December 2002, April 2003, August 2003, December 2003, April 2004, August 2004 and December 2004, a monthly Consumer Price Index (CPI-W) in its present form and calculated on the same basis as the Index for April 1989. In the event, however, that the Bureau of Labor Statistics refuses to make such Consumer Price Index available to the parties, but continues the revised Consumer Price Index (CPI-W) (1982-1984 = 100) it is agreed that the revised Consumer Price Index (CPI-W) (1982-1984 = 100), shall be used to determine the amount of the Allowance, if any, as follows:

- (1) The Dates of Adjustment and Base Months shall remain the same as specified in Subsections (c), (d), (e), (f) and (g) above.
- (2) On the occasion of the first Date of Adjustment (and on any succeeding Dates of Adjustment), when the Consumer Price Index (CPI-W) in its present form and calculated on the same basis as the Index for April 1989 (1967 = 100) is no longer available for the corresponding base month, the Allowance will be calculated based on the difference between the revised CPI-W (1982-1984 = 100) for the corresponding base month and the revised CPI-W (1982-1984 = 100) for the preceding base month. If such BLS Consumer Price Index for the corresponding base month exceeds such Index for the preceding base month, the Allowance will be

raised by one cent (1¢) for each full .135 point by which such Index for the corresponding base month exceeds such Index for the preceding base month. If such BLS Consumer Price Index for the corresponding base month is less than such BLS Consumer Price Index for the preceding base month, the Allowance will be reduced by one cent (1¢) for each full .135 point by which such Index for the corresponding base month is less than such Index for the preceding base month but not to less than zero.

- (3) August shall be the base month corresponding to an October Date of Adjustment; December shall correspond to February and April to June. The preceding base month shall be the fourth month preceding the corresponding base month, as, for example, August 1995 shall be the preceding base month to December 1995.

IN WITNESS WHEREOF, the parties hereto have, by their officers duly authorized in the premises, executed this Amendment to Memorandum of Agreement on the 27th day of June 2000.

CONSUMERS POWER COMPANY

Date June 27, 2000 By John F. Drake
Vice President of Human Resources

Date June 27, 2000 By Gregory A. Sando
Its Manager of Labor Relations

Date June 27, 2000 By Donald J. Smith, II
Labor Relations Supervisor

Date June 27, 2000 By Donald P. Grayeski
Senior Labor Relations Representative

Date June 27, 2000 By Timothy P. McCloskey
Senior Labor Relations Representative

UTILITY WORKERS UNION OF AMERICA, AFL-CIO

Date June 27, 2000 By Donald E. Wightman
President, Utility Workers Union of America, AFL-CIO

AND ITS MICHIGAN STATE UTILITY WORKERS COUNCIL

Date June 27, 2000 By James L. Reilly
Its President

Date June 27, 2000 By Steven VanSlooten
Its Executive Vice President

Date June 27, 2000 By James E. Davison
Its Secretary-Treasurer

Date June 27, 2000 By Jeffrey D. Bakker
Its Vice President

Date June 27, 2000 By John d. ostrander
Its Vice President

Date June 27, 2000 By Vincent Oberski
Its Vice President

Date June 27, 2000 By Thomas N. Stevenson, Sr.
Its Vice President

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
ENERGY DISTRIBUTION DEPARTMENT											
Electric Line Group											
18	Line Worker In Charge	\$25.94	\$26.94	26.63	27.63	27.43	28.43	28.23	29.23	29.03	30.03
16	Local Electric Service Worker †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
16	Electric Service Worker †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
16	Journeyman Line Worker †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.64	26.96	26.96
14	Electric Line Apprentice IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
12	Tree Trimmer In Charge	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
12	Electric Line Apprentice III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
12	Electric Utility Worker-Special	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
11	Electric Line Apprentice II †	19.42	19.42	19.93	19.93	20.53	20.53	21.13	21.13	21.73	21.73
10	Tree Trimmer	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
10	Electric Line Apprentice I †	18.73	18.73	19.23	19.23	19.81	19.81	20.39	20.39	20.97	20.97
8	Electric Utility Worker	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
4	Ground Worker	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

Electric Transmission Lines Group

18	Elec Trans Lines Line Worker In Chrg	25.94	26.94	26.63	27.63	27.43	28.43	28.23	29.23	29.03	30.03
16	Elec Trans Lines Journeyman Ln Wrkr †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
14	Elec Trans Lines Apprentice IV †.....	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
12	Elec Trans Lines Apprentice III †.....	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
11	Elec Trans Lines Apprentice II †.....	19.42	19.42	19.93	19.93	20.53	20.53	21.13	21.13	21.73	21.73
10	Elec Trans Lines Apprentice I †.....	18.73	18.73	19.23	19.23	19.81	19.81	20.39	20.39	20.97	20.97
8	Elec Trans Lines Utility Worker.....	18.00	18.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
4	Elec Trans Lines Ground Worker.....	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

Substation Construction Group

13	Substation Construction Mechanic A	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
8	Substation Construction Mechanic B....	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
4	Substation Construct Mechanic Helper.	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

Substation/Metropolitan Group

17	Substation/Metropolitan Mechanic I.....	24.41	25.41	25.06	26.06	25.81	26.81	26.56	27.56	27.31	28.31
15	Substation/Metropolitan Mechanic II.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14	Substation/Metropolitan Mechanic III	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
12	Substation/Metropolitan Mechanic IV....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
9	Utility Mechanic	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Gas Lines Group											
16	Gas Lines Fitter.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Certified Welder.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Gas Mechanic.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Gas Lines Worker—Cathodic.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14	Gas Lines Worker.....	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
10	Trenching Machine Operator.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
9	Gas Lines Utility Worker III †.....	19.33	19.33	19.82	19.82	20.39	20.39	20.96	20.96	21.53	21.53
8	Gas Lines Utility Worker II †.....	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
7	Gas Lines Utility Worker I.....	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

INTERNAL SERVICES DEPARTMENT

Automotive & Equipment Services Group

14	Master Auto & Equip Mechanic.....	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
11	Automotive & Equipment Mechanic.....	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
7	Auto & Equip Service Worker.....	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

Material Services Group

12 Head Storekeeper.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
11 Storekeeper/Special.....	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
9 Storekeeper.....	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
5 Material Handler.....	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Buildings Services Group

11 Building Utility Worker A.....	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
8 Building Utility Worker B.....	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16

CUSTOMER SERVICES DEPARTMENT**Gas Customer Services Group**

16 Industrial Gas Service Worker.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
16 Gas Service Fitter.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15 Gas Service Worker A.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
13 Gas Service Worker B.....	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
9 Gas Service Utility Worker III †.....	19.33	19.33	19.82	19.82	20.39	20.39	20.96	20.96	21.53	21.53
8 Gas Service Utility Worker II †.....	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
7 Gas Service Utility Worker I.....	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Electric Meter Group											
15	Chief Meter Worker	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
13	Primary Meter Worker	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
11	Polyphase Meter Worker	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
8	Single Phase Meter Worker.....	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
4	Meter Shop Helper	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65
Meter Reading Group											
6	Meter Reader *	15.72	18.22	16.18	18.68	16.71	19.21	17.24	19.74	17.77	20.27
0	Meter Reader †	10.91	18.22	11.33	18.68	11.82	19.21	12.31	19.74	13.80	20.27

ENERGY SUPPLY SYSTEM

ELECTRIC SYSTEMS

SEMI-AUTOMATIC HYDROELECTRIC GENERATING PLANTS

13 Certified Hydro Operator †	22.03	22.03	22.58	22.58	23.22	23.22	23.86	23.86	24.50	24.50
11 Hydro Operator	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73

COMBUSTION TURBINE GROUP

18 Combustion Turbine Mech In Charge	25.94	26.94	26.63	27.63	27.43	28.43	28.23	29.23	29.03	30.03
16 Combustion Turbine Mechanic A	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
13 Combustion Turbine Specialist †	22.03	22.03	22.58	22.58	23.22	23.22	23.86	23.86	24.50	24.50
11 Combustion Turbine Spec In Training.....	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
5 Combustion Turbine Helper	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

GENERAL REPAIR

16 General Repair Worker In Charge	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
14 General Repair Worker A	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
9 General Repair Worker B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
4 General Repair Helper	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
LUDINGTON PUMPED STORAGE PLANT											
Operating Group											
16	Certified Plant Control Operator I †.....	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
14	Plant Control Operator I.....	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
14	Certified Plant Control Operator II †.....	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
12	Plant Control Operator II.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
11	Certified Auxiliary Operator †.....	20.42	20.42	20.93	20.93	21.53	21.53	22.13	22.13	22.73	22.73
10	Auxiliary Operator.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
5	Utility Operator.....	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

PLANTS

Palisades Nuclear Steam-Electric Generating Plant

Operating Group

20	Nuclear Control Operator.....	29.13	30.13	29.90	30.90	30.79	31.79	31.68	32.68	32.57	33.57
17	Nuclear Auxillary Operator-Licensed	24.41	25.41	25.06	26.06	25.81	26.81	26.56	27.56	27.31	28.31
15	Nuclear Auxillary Operator.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
12	Auxillary Operator In Training	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
7	Nuclear Plant Utility Worker	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

Mechanical Repair Group

18	Lead Mechanical Repair Worker.....	25.94	26.94	26.63	27.63	27.43	28.43	28.23	29.23	29.03	30.03
17	Qualified Welder-Nuclear.....	24.41	25.41	25.06	26.06	25.81	26.81	26.56	27.56	27.31	28.31
16	Machinist-Nuclear	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Mechanical Repair Worker A.....	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
11	Tool Keeper-Nuclear.....	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
9	Mechanical Repair Worker B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
5	Mechanical Repair Helper.....	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Electrical Repair Group

18	Lead Electrical Repair Worker.....	25.94	26.94	26.63	27.63	27.43	28.43	28.23	29.23	29.03	30.03
15	Electrical Repair Worker A	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
9	Electrical Repair Worker B.....	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
5	Electrical Repair Helper	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Building Services Group											
12	Building Utility Worker A.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
9	Building Utility Worker B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
Radwaste Handling Group											
14	Lead Radwaste Handler.....	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
12	Radwaste Handler A	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
9	Radwaste Handler B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
Janitor Group											
4	Janitor-Palisades*	15.15	17.65	15.59	18.09	16.11	18.61	16.63	19.13	17.15	19.65
Nuclear Plant Stockroom											
12	Nuclear Plant Stockkeeper I.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
10	Nuclear Plant Stockkeeper II.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
5	Nuclear Plant Stock Handler	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Common to All Palisades Groups

4 Nuclear Advanced Unskilled Worker*	15.15	17.65	15.59	18.09	16.11	18.61	16.63	19.13	17.15	19.65
2 Nuclear Unskilled Worker*	14.33	16.83	14.75	17.25	15.24	17.74	15.73	18.23	16.22	18.72

Big Rock Nuclear Steam-Electric Generating Plant**Decommissioning Group**

20 Decommissioning Worker I †	35.00	35.00	35.77	35.77	36.66	36.66	37.55	37.55	38.44	38.44
18 Decommissioning Worker II †	31.35	31.35	32.04	32.04	32.84	32.84	33.64	33.64	34.44	34.44
16 Decommissioning Worker III †	28.18	28.18	28.80	28.80	29.52	29.52	30.24	30.24	30.96	30.96
14 Decommissioning Worker IV †	25.06	25.06	25.64	25.64	26.31	26.31	26.98	26.98	27.65	27.65
10 Decommissioning Worker V †	21.68	21.68	22.16	22.16	22.76	22.76	23.34	23.34	23.92	23.92
5 Decommissioning Worker VI †	19.78	19.78	20.23	20.23	20.76	20.76	21.29	21.29	21.82	21.82

JH Campbell #1 and #2 Steam-Electric Generating Plant**Operating Group**

18 Unit Control Operator—Certified †	26.94	26.94	27.63	27.63	28.43	28.43	29.23	29.23	30.03	30.03
16 Unit Control Operator	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
16 Major Equipment Opr—Certified †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
14 Major Equipment Operator	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
12 Auxiliary Operator—Certified †	21.10	21.10	21.60	21.60	22.25	22.25	22.87	22.87	23.49	23.49
11 Auxiliary Operator	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
6 Plant Utility Worker	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Coal Handling Group											
10	Coal Supply Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
7	Coal Conveyor Operator	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69
Mechanical Repair Group											
16	Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Generating Plt Millwright/Asbestos Wrkr ..	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14	Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
8	Generating Plant Laborer	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

Electrical Repair Group

08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96

JH Campbell #3 Steam-Electric Generating Plant**Operating Group**

18	Unit Control Operator-Certified †	26.94	26.94	27.63	27.63	28.43	28.43	29.23	29.23	30.03	30.03
16	Unit Control Operator	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
16	Major Equipment Opr-Certified †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
14	Major Equipment Operator	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
12	Auxiliary Operator-Certified †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
11	Auxiliary Operator	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
6	Plant Utility Worker	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Mechanical Repair Group											
16	Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Generating Plt Millwright/Asbestos Wrkr	22.47	23.47	23.07	24.07	23.77	24.77	24.47	24.47	25.17	26.17
14	Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6	Generating Plant Laborer	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27
Electrical Repair Group											
08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96

BC Cobb Steam-Electric Generating Plant**Boiler and Turbine Group**

17 Unit Control Operator-Certified †.....	25.41	25.41	26.06	26.06	26.81	26.81	27.56	27.56	28.31	28.31
15 Unit Control Operator	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15 Switchboard Operator-Certified †.....	23.47	23.47	24.07	24.07	24.77	24.77	25.47	25.47	26.17	26.17
14 Major Equipment Opr-Certified †.....	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
13 Switchboard Operator.....	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
12 Major Equipment Operator	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
11 Auxiliary Operator-Certified †	20.42	20.42	20.93	20.93	21.53	21.53	22.13	22.13	22.73	22.73
10 Auxiliary Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
5 Plant Utility Worker.....	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Yard and Coal Handling Group

10 Mobile Coal Operator.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
7 Coal Conveyor Operator	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

Mechanical Repair Group

16 Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15 Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15 Generating Pit Millwright/Asbestos Wrkr	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14 Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6 Generating Plant Laborer.....	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

		June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
Labor Grade	Job Title	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Electrical Repair Group											
08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96

JC Weadock Steam-Electric Generating Plant

Boiler and Turbine Group

17	Unit Control Operator—Certified †	25.41	25.41	26.06	26.06	26.81	26.81	27.56	27.56	28.31	28.31
15	Unit Control Operator	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Switchboard Operator—Certified †	23.47	23.47	24.07	24.07	24.77	24.77	25.47	25.47	26.17	26.17
14	Major Equipment Opr—Certified †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
13	Switchboard Operator	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
12	Turbine Operator	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
12	Major Equipment Operator	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
11	Auxiliary Operator — Certified †	20.42	20.42	20.93	20.93	21.53	21.53	22.13	22.13	22.73	22.73
11	Boiler Operator	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
10	Auxiliary Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
8	Assistant Switchboard Operator	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
5	Plant Utility Worker	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Yard and Coal Handling Group

10	Coal Supply Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
9	Fuel Handling Operator	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
7	Coal Conveyor Operator	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Mechanical Repair Group											
16	Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Generating Plt Millwright/Asbestos Wrkr ..	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14	Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6	Generating Plant Laborer.....	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27
Electrical Repair Group											
08	Generating Plant Electrical Maintenance Apprentice-I ↑	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II ↑	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III ↑	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV ↑	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96

JR Whiting Steam-Electric Generating Plant

Boiler and Turbine Group

17	Unit Control Operator—Certified †	25.41	25.41	26.06	26.06	26.81	26.81	27.56	27.56	28.31	28.31
15	Unit Control Operator	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Switchboard Operator—Certified †	23.47	23.47	24.07	24.07	24.77	24.77	25.47	25.47	26.17	26.17
14	Major Equipment Opr—Certified †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
13	Switchboard Operator	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
12	Major Equipment Operator	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
12	Turbine Operator	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
11	Auxiliary Operator—Certified †	20.42	20.42	20.93	20.93	21.53	21.53	22.13	22.13	22.73	22.73
11	Boiler Operator	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
9	Pump Operator	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
8	Assistant Switchboard Operator	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
7	Ash Equipment and Mill Operator	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69
5	Assistant Pump Operator	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00
4	Yard and Plant Helper	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

Yard and Coal Handling Group

10	Coal Supply Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
7	Coal Conveyor Operator	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Mechanical Repair Group											
16	Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Generating Pft Millwrgh/Asbestos Wrkr ..	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14	Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6	Generating Plant Laborer	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27
Electrical Repair Group											
08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.93

DE Karn #1 and #2 Steam-Electric Generating Plant

Operating Group

18 Unit Control Operator—Certified †.....	26.94	26.94	27.53	27.63	28.43	28.43	29.23	29.23	30.03	30.03
16 Unit Control Operator	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15 Major Equipment Opr—Certified †.....	23.47	23.47	24.07	24.07	24.77	24.77	25.47	25.47	26.17	26.17
13 Major Equipment Operator	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
11 Auxiliary Operator—Certified †	20.42	20.42	20.93	20.93	21.53	21.53	22.13	22.13	22.73	22.73
10 Auxiliary Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
5 Plant Utility Worker.....	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Mechanical Repair Group

16 Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15 Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15 Generating Plt Millwrght/Asbestos Wrkr..	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14 Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6 Generating Plant Laborer.....	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Electrical Repair Group											
08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96

DE Karn #3 and #4 Steam-Electric Generating Plant**Operating Group**

18 Unit Control Operator-Certified †	26.94	26.94	27.63	27.63	28.43	28.43	29.23	29.23	30.03	30.03
16 Unit Control Operator	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
16 Major Equipment Opr-Certified †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
14 Major Equipment Operator	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
11 Auxiliary Operator-Certified †	20.42	20.42	20.93	20.93	21.53	21.53	22.13	22.13	22.73	22.73
10 Auxiliary Operator	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
5 Plant Utility Worker	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

Mechanical Repair Group

16 Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15 Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15 Generating Plt Millwright/Asbestos Wrkr ..	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14 Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6 Generating Plant Laborer	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
Electrical Repair Group											
08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
GENERATING PLANT STOCKROOMS											
11	Head Stockkeeper	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
9	Stockkeeper.....	19.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
5	Stockhandler.....	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

TRAVELING REPAIR***Mechanical Repair Group***

16	Generating Plant Qualified Welder	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
15	Generating Plant Machinist	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Generating Plt Millwright/Asbestos Wkr ..	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14	Generating Plant Millwright	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
6	Generating Plant Laborer.....	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

Electrical Repair Group

08	Generating Plant Electrical Maintenance Apprentice-I †	19.00	19.00	19.48	19.48	20.04	20.04	20.60	20.60	21.16	21.16
10	Generating Plant Electrical Maintenance Apprentice-II †	19.73	19.73	20.23	20.23	20.81	20.81	21.39	21.39	21.97	21.97
12	Generating Plant Electrical Maintenance Apprentice-III †	21.10	21.10	21.63	21.63	22.25	22.25	22.87	22.87	23.49	23.49
14	Generating Plant Electrical Maintenance Apprentice-IV †	22.90	22.90	23.48	23.48	24.15	24.15	24.82	24.82	25.49	25.49
16	Generating Plant Electrician.....	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate
MACHINE FABRICATION GROUP											
19	Lead Machine Fabricator †	28.52	28.52	29.25	29.25	30.09	30.09	30.93	30.93	31.77	31.77
18	Machine Fabricator †	26.94	26.94	27.63	27.63	28.43	28.43	29.23	29.23	30.03	30.03
17	Machine Fabricator Apprentice III †	25.41	25.41	26.06	26.06	26.81	26.81	27.56	27.56	28.31	28.31
16	Machine Fabricator Apprentice II †	24.18	24.18	24.80	24.80	25.52	25.52	26.24	26.24	26.96	26.96
15	Machine Fabricator Apprentice I †	23.47	23.47	24.07	24.07	24.77	24.77	25.47	25.47	26.17	26.17

GAS TRANSMISSION & STORAGE SYSTEM

GAS TRANSMISSION & STORAGE DEPT

Gas Field Group

15	Instrument Mechanic	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
15	Pipe Fabricator	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
13	Gas Systems Mechanic I	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
10	Gas Systems Mechanic II	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
7	Gas Systems Mechanic III	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

Gas Stripping Plant Group (St Clair)

11 Plant Mechanic	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
10 Gas Stripping Plant Operator.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
8 Maintenance Worker	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16
6 Plant Helper	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

Well Service Group

15 Well Service Mechanic A †	22.53	23.53	23.13	24.13	23.83	24.83	24.53	25.53	25.23	26.23
12 Well Service Mechanic B.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49

Compressor Station Group

15 Compressor Station Mechanic	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
12 Compressor Station Operator.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
12 Compressor Station Mechanic B.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
7 Gas Systems Mechanic III	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate

GENERAL OFFICE DEPARTMENTS

GENERAL METER SHOP

Electric Meter Group

13	Electric Meter General Repair Wrkr.....	21.03	22.03	21.58	22.58	22.22	23.22	22.86	23.86	23.50	24.50
11	Electric Meter Worker A	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
9	Electric Meter Worker B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
4	Electric Meter Helper	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

Gas Meter Group

12	Gas Meter Instrument Worker.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
10	Gas Meter Test and Repair Worker.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
6	Gas Meter Utility Worker	17.22	18.22	17.68	18.68	18.21	19.21	18.74	19.74	19.27	20.27

Stock and Delivery Group

11	Trailer Truck Driver	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
7	General Meter Stock Worker.....	17.60	18.60	18.07	19.07	18.61	19.61	19.15	20.15	19.69	20.69
4	Dock Worker	16.65	17.65	17.09	18.09	17.61	18.61	18.13	19.13	18.65	19.65

Buildings Services Group

12 Building Utility Worker A.....	20.10	21.10	20.63	21.63	21.25	22.25	21.87	22.87	22.49	23.49
9 Building Utility Worker B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53

GENERAL MATERIAL SERVICES**Salvage Group**

16 Salvage Repair Worker In Charge	23.18	24.18	23.80	24.80	24.52	25.52	25.24	26.24	25.96	26.96
14 Salvage Repair Worker A	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
9 Salvage Repair Worker B	18.33	19.33	18.82	19.82	19.39	20.39	19.96	20.96	20.53	21.53
5 Salvage Repair Worker C	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

ELECTRIC OPERATIONS

15 Elec Equip Repair Wrkr In Charge	22.47	23.47	23.07	24.07	23.77	24.77	24.47	25.47	25.17	26.17
14 Electric Equipment Repair Wrkr A.....	21.90	22.90	22.48	23.48	23.15	24.15	23.82	24.82	24.49	25.49
10 Electric Equipment Repair Wrkr B.....	18.73	19.73	19.23	20.23	19.81	20.81	20.39	21.39	20.97	21.97
5 Electric Equipment Repair Wrkr C	16.96	17.96	17.41	18.41	17.94	18.94	18.47	19.47	19.00	20.00

EXHIBIT "A" AND OCCUPATIONAL GROUP JOB TITLES

Labor Grade	Job Title	June 5, 2000		June 4, 2001		June 3, 2002		June 2, 2003		June 7, 2004	
		Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate	Starting Rate	Standard Rate

FACILITIES OPERATIONS & SERVICES

Midland Training Center

11	Building Utility Worker A.....	19.42	20.42	19.93	20.93	20.53	21.53	21.13	22.13	21.73	22.73
8	Building Utility Worker B.....	18.00	19.00	18.48	19.48	19.04	20.04	19.60	20.60	20.16	21.16

COMMON TO ALL GROUPS

3	Advanced Unskilled Worker*.....	14.94	17.44	15.38	17.88	15.89	18.39	16.40	18.90	16.91	19.41
1	Unskilled Worker*.....	14.19	16.69	14.61	17.11	15.10	17.60	15.59	18.09	16.08	18.58

JANITOR GROUP

6	Chief Janitor*.....	15.72	18.22	16.18	18.68	16.71	19.21	17.24	19.74	17.77	20.27
3	Janitor*.....	14.94	17.44	15.38	17.88	15.89	18.39	16.40	18.90	16.91	19.41

† Special rates apply to these jobs.

* Special starting rates apply to these jobs.

INDEX OF APPENDICES

Number	Topic	Page Number
1	Operating Efficiency.....	130
2	Picket Lines.....	131
3	Nuclear Plant Operating Group.....	132
	Probationary Period	
4	Senior Reactor Operator Temporary.....	133
	Promotion Exemption	
5	Pregnancy Leave Policies.....	134
6	Notice in Advance of Travel Assignments.....	138
7	Expenses—Energy Supply and Gas.....	139
	T&S Repair Crews	
7(a)	Expenses(Option)—Energy Supply and Gas.....	142
	T&S Repair Crews	
8	Expenses—Traveling Repair Crews	145
8(a)	Expenses (Option)—Traveling Repair Crews	148
9	Traveling Repair Crew Assignment Methods.....	151
10	Training School Expenses.....	153
11	Use of Contractors on 46 kV, 138 kV and	155
	345 kV; New Bulk Power Projects; and Electric Appliance Delivery	
12	Gas and Electric Distribution Contractors.....	156
	Making Up Holidays and Inclement Days	
13	Jury Duty—Employees Scheduled To Work.....	158
	12 Midnight to 8 AM	
14	Shift Preference—Procedures	159
15	Shift Preference—Local Union President.....	161
16	Proof of Illness or Injury	162
17	Medical Treatment—Family	163
	(Employee Presence Required)	
18	Customer Services Department.....	164
	Job Combination	
19	Gas Customer Service Group.....	165
20	Meter Reading.....	166
21	Fees for Licenses Obtained Solely at the	167
	Request of the Company	
22	Inspection Work	168
23	Joint Underground Construction.....	169
24	Nuclear Plant Employees	171
25	Understandings With Regard to Posting,	173
	Layoffs, and Recalls	

Number	Topic	Page Number
26	Meal Chart	174
27	Mileage Chart.....	180
28	Flexible Starting Hours.....	182
29	Flexible Schedule Limits.....	184
30	Issues of Mutual Concern	185
31	Plant Employees—Time To Eat Meals.....	187
32	Energy Distribution—Four Day, 10-Hour Days	188
33	Flex Fund Plan	189
34	Reserved.....	190
35	Reserved.....	191
36	Reserved.....	192
37	Health Care Meetings.....	193
38	New Technology	194
39	Hearing Aid Purchase	195
40	Bridging of Continuous Service	196
41	Shift Preference—Operations	197
42	Job Interviews	199
43	Funding Post Retirement Benefits.....	200
44	Retiree Life Insurance Conversion	201
45	Reserved.....	202
46	Job Security and Wage Protection	203
47	Employment Security Protection.....	206
48	Drug Rehabilitation.....	207
49	12-Hour Rotating Shift.....	209
50	Joint Apprenticeship Program.....	210
51	Dependents Group Term Life Insurance	212
52	Operator Certification	213
53	Anticipated Shutdown/Decommissioning of Big Rock Nuclear Steam-Electric Generating Plant	214
53(a)	Sale of Property—Placement	215
54	Reserved.....	216
55	Separate Dental Plan	217
56	Reserved.....	219
57	Reserved.....	220
58	Reserved.....	221
59	Coordination of Benefits	222
60	Reserved.....	223

CROSS REFERENCE

Appendices

Appendix Letter 1

Appendix Letter 3

Appendix Letter 5

Appendix Letter 6

Appendix Letter 7

Appendix Letter 7(a)

Appendix Letter 8

Appendix Letter (a)

Appendix Letter 9

Appendix Letter 10

Appendix Letter 13

Appendix Letter 14

Appendix Letter 15

Appendix Letter 16

Appendix Letter 17

Appendix Letter 18

Appendix Letter 19

Appendix Letter 20

Appendix Letter 24

Appendix Letter 25

Appendix Letter 26

Appendix Letter 27

Appendix Letter 28

Appendix Letter 31

Appendix Letter 40

Appendix Letter 41

Appendix Letter 42

Appendix Letter 46

Appendix Letter 47

Appendix Letter 48

Appendix Letter 49

Appendix Letter 50

Cross Reference

Appendix Letter 49

Article VII, Section 4

Article VII, Sections 13 and 21; Article XIII, Sections 1 and 2

Article X, Sections 7 and 9; Appendix Letters 7, 7(a), 8, 8(a), 9 and 10

Article X, Section 9 and Appendix Letters 6 and 7(a)

Article X, Section 9 and Appendix Letters 6 and 7

Article X, Section 9 and Appendix Letters 6 and 8(a)

Article X, Section 9 and Appendix Letters 6 and 8

Article X, Section 24 and Appendix Letter 6

Article X, Section 9 and Appendix Letter 6

Article X, Section 25

Article XI, Section 7(c) and Appendix Letter 15

Article XI, Section 7(c) and Appendix Letter 14

Article XIII, Sections 1(b) and (c)

Article XIII, Section 6

Article XV, Section 7

Article XV, Section 1

Article XV, Section 7

Article VII, Section 17 and Appendix Letter 46

Article VII, Sections 5, 9 and 17

Article X, Section 10

Article X, Section 13

Article XI, Sections 7(b), 8, and 11

Article X, Section 10(h)

Article VII, Section 4

Article VII, Section 7 and Article XI, Section 3(b)

Article VII, Section 9

Article VII, Section 17 and Appendix Letters 47 and 50

Appendix Letter 46

Article XIII, Section (d) and Appendix Letter 24

Appendix Letter 1

Article VII, Section 17 and Appendix Letter 46

APPENDIX 1

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

During the 1983 negotiations the parties discussed their mutual interest in maintaining and improving the Company's operating efficiency.

During the term of this Agreement it may be desirable to experiment with the Company's method of operations to improve its operating efficiency with respect to the scheduling of work. The parties recognize that such experimental changes may entail temporary modifications of the provisions of the Agreement.

No change in the provisions of the Agreement may be implemented by the Company, however, without prior written agreement of the Manager of Labor Relations and the Michigan State Utility Workers Executive Board.

G A Sando,
Manager of Labor Relations

(App. Ltr. 49)

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman:

This is to assure you that when the Union brings to the attention of the Company that employees of the Company who are members of the Union are confronted with picket lines in the performance of their work for the Company, the Company will afford a representative of the appropriate local union a reasonable opportunity to discuss the effect of the picket line with the Company and with the union whose picket line is involved before Bargaining Unit employees of Consumers Power Company are required by the Company to cross the picket line.

It is certainly not the desire of the Company to place those of its employees who are members of the Union in jeopardy where a picketing situation occurs, nor does the Company wish to embarrass the Union. However, the Company must make the determination whether picket lines which confront the Company's employees must be crossed in order for the Company to perform its services. Work in emergency situations is not intended to be covered or affected by this letter.

Yours very truly

John W Scott
Director of Union Relations

JWS/aks

APPENDIX 3

September 1, 1983

Mr Frank H Davis, President
Michigan State Utility Workers
Council, AFL-CIO
505 South Jackson Street
Jackson, MI 49203

During the 1983 Working Agreement negotiations we discussed the unique training requirements that affect employees of our Nuclear Plant Operating Groups.

It is agreed that because a significant amount of time during an employee's first 90 days of continuous service is spent in training, the Company cannot properly evaluate such employee for continued employment before the end of the current probationary period.

Therefore, it is agreed that the probationary period for any newly hired Nuclear Plant Operating Group employee will be 180 days of continuous service.

William R Mills
Director of Union Relations

Frank H Davis, President
Michigan State Utility Workers
Council, AFL-CIO

(Art. VII, Sec. 4)

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

It is agreed that because of the extended amount of time required to train employees for SRO positions and the need to protect the seniority rights of employees accepting temporary promotions for such training, the provisions of Article VII, Sections 8(a) and 8(b) shall not apply to the first two occasions of temporary promotion for SRO training and such employees will continue to accrue seniority during the entire periods of such training. When the employees are reinstated to their former jobs upon the termination of such temporary promotions, the regular rules of seniority will prevail for employees below them on the seniority list.

G. A. Sando
Manager of Labor Relations

B. L. Gray
President, MSUWC, AFL-CIO

APPENDIX 5

June 1, 1992

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Dear Mr Gray:

The following are the Company's policies with respect to personal leaves of absence for pregnancy and the birth or adoption of a child.

PREGNANCY POLICY

OPTION 1

An employee who becomes pregnant may desire to continue to work except for any period she is disabled because of illness or injury during her pregnancy or recovery following childbirth. Under such circumstances, the employee will, if otherwise eligible, be entitled to benefits in accordance with the provisions of Article XII, Sections 1 and 2, during such periods of disability and a leave of absence will not be necessary. As soon as practical the employee must submit a statement by her personal physician setting forth the expected date of confinement. As soon as practical, the employee must notify her Human Resource Representative of the date of the admission to the hospital during which her pregnancy terminated.

Payment of Sick Leave benefits for the period of disability will require proof of disability satisfactory to the Company in accordance with the requirements of Article XII, Section 1(b) and (c) of the Working Agreement.

Sick Leave benefits are payable only where the employee is physically unable to work and are not applicable to other absences.

While certain absences are not covered by the Sick Leave program, they may be the basis for an unpaid Leave of Absence in accordance with Article VII, Section 13 of the Working Agreement.

OPTION 2

An employee, except a probationary employee, who desires time off before and after the period of disability following delivery may request a Leave of Absence—Personal from work without pay in accordance with Article VII, Section 13 of the Working Agreement commencing not earlier than 12 weeks (except with Company approval) immediately preceding the expected date of confinement for delivery and continuing until not later than 12 weeks following the termination of the pregnancy. Such request must be submitted prior to the expected date of delivery, be accompanied by a statement by the employee's personal physician setting forth the expected date of confinement and, subject to waiver by the Company, at least two weeks prior to the effective date of the leave of absence. Sick Leave benefits are not payable during the leave of absence, unless she is disabled because of illness or injury related to her pregnancy or recovery following childbirth. However, such leave of absence will be considered terminated upon the admission to the hospital during which the employee's pregnancy terminates and will be reinstated on the date the employee is physically able to return to work. During this period the employee will, if otherwise eligible, be entitled to benefits in accordance with the provisions of Article XIII, Sections 1 and 2. As soon as practical, the employee must notify her Human Resource Representative of the date of the admission to the hospital during which her pregnancy terminated.

Payment of Sick Leave benefits for the period of disability following delivery will require proof of disability satisfactory to the Company in accordance with the requirements of Article XIII, Section 1(b) and (c) of the Working Agreement.

The employee, if physically qualified in the opinion of a physician selected by the Company or by other evidence satisfactory to the Company, shall be permitted to return to her former job and all of her employee benefits shall be reinstated as of the day she returns to work. Should a conflict arise between the opinion of the physician selected by the Company and the employee's personal physician as to whether the employee is physically qualified, the two physicians shall promptly agree upon a third medical doctor who shall submit a report to the Company and the employee. The decision of the third medical doctor as to whether the employee is physically qualified shall be binding on both parties and his expense shall be shared equally by the Company and the employee.

APPENDIX 6

If the employee elects to return to work prior to the expiration date of her leave of absence following delivery, she may do so by giving the Company three weeks' advance notice, subject to waiver by the Company.

PATERNAL AND ADOPTION POLICY

An employee, except a probationary employee, may request a Leave of Absence – Personal from work without pay in accordance with Article VII, Section 13 of the Working Agreement for the following reasons:

- The birth of the employee's child
- Adoption of a child by the employee

Requests for such leaves must be submitted as far in advance as possible prior to the leave.

Personal leaves of absence for the adoption of a child may be requested for a period of up to 12 consecutive weeks and must conclude within 12 months of such adoption. Personal leaves of absence for the birth of the employee's child shall commence not earlier than 12 weeks (except with Company approval) immediately preceding the expected date of confinement of the employee's spouse for delivery and continuing until not later than 12 weeks following the termination of the pregnancy.

Documentation, satisfactory to the Company, substantiating such birth or adoption prior to the leave of absence shall be required unless otherwise waived by the Company.

The current practices in effect for benefit continuation during leaves of absence will apply to the above policies.

If an employee on personal leave of absence for the birth or adoption of a child, or an employee on a leave of absence for pregnancy under Option 1 or Option 2 who is no longer disabled, fails to return to work on or before the expiration of the leave of absence, his/her employment shall be terminated as of the date he/she notifies the Company that he/she will not return to work or the expiration of such leave, whichever occurs first.

Upon termination of employment, all of the employee's benefits shall be terminated except rights, if any, under the group insurance plans, the Pension Plan or the Employee Stock Ownership Plan.

Sincerely,

G. A. Sando
Manager of Labor Relations

(Art. VII, Secs. 13 and 21 and Art. XIII, Secs. 1 and 2)

APPENDIX 6

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

During the 1971 Working Agreement negotiations the Executive Board of your Union insisted that when an employee covered by Article X, Section 9, of the 1969-1971 Working Agreement is required to travel he should be given a stipulated notice of the travel assignment. The Executive Board pointed out that in its opinion there are many instances where employees required to travel are given unnecessarily short notice of the assignment. The Executive Board contended that short notice often causes employees or their families inconvenience.

Although it cannot guarantee a stipulated notice period, the Company agrees to instruct supervisors to give serious attention to this problem in an attempt to be more considerate in giving appropriate notice to employees covered by Article X, Section 9, and to attempt whenever reasonably possible to give 72 hours notice.

Yours very truly

John W Scott
Director of Union Relations

JWS/aks

(Art. X, Secs. 7 and 9 and App. Ltrs. 7, 7(a), 8, 8(a), 9, and 10)

June 1, 2000

Mr James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

In February 1964 the Union and the Company agreed to a tentative two-year program supplementing Article X, Section 9, of the Working Agreement, concerning travel expenses of the Energy Supply generating plant employees when working on temporary work assignments at steam plants. The Company will extend the following program to the above employees and include Gas Transmission and Storage employees for the duration of any new Working Agreement effective this month.

1. A \$30.00 per diem allowance will be paid for each day upon which an employee works at least eight hours away from home, including travel time, and which is contiguous to a night during which an employee was away from home on Company business. This allowance will be in lieu of all meals and all other incidental expenses. In the event the employee must travel to a plant on Sunday to be available for work on Monday, he will receive \$15.00 per diem allowance in lieu of all meals for that day or as an option he may eat such meal and sign the guest check at a prescribed restaurant of the plant where he is to be temporarily assigned.

Examples: If an employee is away from home Monday through Friday and works away from home overnight eight or more hours on Saturday, including travel time, he will be entitled to the \$30.00 allowance for each of the six days. However, if the employee is away from home overnight Monday through Friday and works away from home less than eight hours on Saturday, including travel time, he will receive an allowance of \$20.00 for Saturday. If an employee is away from home overnight on Monday through Thursday nights but works away from home for less than eight hours, including travel time, on Friday he will receive \$20.00 for Friday.

APPENDIX 7

2. Appropriate lodging at Company-approved locations will be paid by the Company or by reimbursement to the employee. If the employee requests reimbursement, a receipt satisfactory to the Company for the lodging must be attached to the cashier's voucher when the employee submits his request for reimbursement.
3. The employee may make arrangements for a cash advance, covering out-of-town living expenses, at his regular headquarters before he leaves on a temporary assignment.
4. Mileage and travel time between work headquarters will be allowed as shown on the current mileage and travel guide which will be made available to all employees affected by this letter. Individual adjustments because of adverse driving conditions affecting either the mileage or travel time will be made when necessary.
5. An employee driving his own car will be allowed reimbursement for incidental mileage as shown on the current mileage and travel time guide for the plant at which his temporary work headquarters is located.
6. In case of trouble or delay encountered while en route, the employee must contact his regular Supervisor for instructions, if possible. If for good cause the employee fails to report for work as scheduled, the Company will pay the \$30.00 provided in No. 1 above and his regular straight-time wages for that date.
7. An employee temporarily assigned to work between the following plants will not be paid mileage or travel time:

D E Karn 1 & 2, 3 & 4, J C Weadock Plants
J H Campbell Plant 1 & 2, 3

Employees temporarily assigned to work between the J H Campbell Complex and B C Cobb will be paid mileage and travel time in accordance with the applicable mileage and travel time guide.

Under normal circumstances, at all other locations listed on the mileage and travel time guide, the Company approves the employee's remaining away from home and receiving the per diem outlined in Section 1 above or returning to his home and

receiving the \$20.00 in lieu of board and lodging outlined in Article X, Section 9. Elections by employees must be made in increments of workweeks except where the assignment for the week in question will be less than one workweek, in which case the election must be for the duration of the assignment that week. Each employee must notify the Supervisor on the jobsite or someone designated by him of his election not later than the first four hours of the first work period of the assignment and of any change not later than the first four hours of the first work period of any subsequent workweek.

8. When an employee is assigned to work away from home for at least seven full days and he does not travel home during this period, he will receive \$20.00 in lieu of all necessary laundry expenses incurred while away from home. The employee will be eligible for this allowance after each additional seven-day full period has passed.

G A Sando
Manager of Labor Relations

(Art. X, Sec. 9 and App. Ltrs. 6 and 7 (a))

APPENDIX 7(a)

June 1, 2000

Mr James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

As an alternative to the travel expense and board and lodging allowances under Appendix 7, Energy Supply generating plant employees and Gas Transmission and Storage employees may elect the allowances under the following option. The election to be covered under Appendix 7 or Appendix 7(a) must be made by employees in increments of workweeks except where the assignment for the week in question will be less than one workweek, in which case the election must be for the duration of the assignment that week. Each employee must notify his Supervisor of his election not later than the first four hours of the first work period of the assignment and of any change not later than the first four hours of the first work period of any subsequent workweek. The following provisions delineate the procedures under this Appendix 7(a) for compliance with the provisions of Article X, Sections 9 and 10 as they apply to travel expenses for Energy Supply generating plant employees temporarily assigned work at certain generating plants and to Gas Transmission and Storage employees so that the following allowances are payable in lieu of reimbursable expenses covered by Article X, Sections 9 and 10.

1. The following chart shall govern allowances* payable under the following circumstances:

	Allowance*
a. Travel on off-duty day to temporary location and lodging required	\$55
b. Travel during his regular daily work period to temporary location and lodging required	\$55
c. Regular workday at temporary location and lodging required and not entailing travel	\$65

*In lieu of all meals, including allowances in lieu thereof to which the employee would otherwise be entitled in accordance with the provisions of Article X, Section 10, lodging and any other expenses for which the employee may be eligible under the Agreement, except travel time and mileage, if applicable.

- d. Travel back to regular location on regular workday or on off-duty day and lodging not required

1) Travel/Work less than 11 hours	\$15
2) Travel/Work at least 11 hours	\$30

Examples

- a. If any employee must travel to a plant on Sunday in order to be available for work on Monday, he shall receive an allowance of \$55.00 in lieu of board and lodging and any other expenses, excluding travel time and mileage, if applicable, for Sunday.
- b. If an employee must remain away from home overnight Sunday through Thursday night, he shall receive four allowances of \$65.00 each in lieu of board and lodging and any other expenses for Monday through Thursday in addition to the allowance provided under (a) above. If the employee returns to his regular location on Friday and he travels during his regular daily work period, he shall receive an allowance of \$15 in lieu of board and any other expenses, excluding travel time and mileage, if applicable, for Friday.
- c. If an employee must remain away from home Sunday through Friday night and he works at his temporary location on the immediately succeeding Saturday, and such work and travel time on Saturday is at least 11 hours, he shall receive an allowance of \$30.00 in lieu of board and any other expense, excluding travel time and mileage, if applicable for Saturday. However, if such work, including travel time, is less than 11 hours, he shall receive an allowance of \$15.00 in lieu of board and any other expenses, excluding travel time and mileage, if applicable, for Saturday.
2. The employee may make arrangements for a cash advance, covering out-of-town living expenses, at his regular headquarters before he leaves on a temporary assignment.
3. The applicable mileage, travel time between work headquarters and incidental mileage, if any, will be allowed as shown on the current mileage and travel time guide which will be made available to all employees affected by this letter. Individual adjustments because of adverse driving conditions affecting either

APPENDIX 7(a)

the mileage or travel time will be made when necessary. Employees may be required to provide personal transportation.

4. In case of trouble or delay encountered while en route, the employee must contact his regular Supervisor for instructions, if possible. If for good cause the employee fails to report for work as scheduled, the Company will pay the \$30.00 provided in No. 1 above and his regular straight-time wages for that date.
5. The preceding paragraphs do not apply to an employee who is temporarily assigned to work between the following plants:

D E Karn 1 & 2, 3 & 4, J C Weadock Plants
J H Campbell Plant 1 & 2, 3

An employee temporarily assigned work between the J H Campbell Complex and BC Cobb plants shall return to his headquarters each day. If applicable, only mileage and travel time may be allowed as shown on the current mileage and travel time guide.

6. When an employee is assigned to work away from home for at least seven full days and he does not travel home during this period, he will receive \$20.00 in lieu of all necessary laundry expenses incurred while away from home. The employee will be eligible for this allowance after each additional seven full-day period has passed.

G A Sando
Manager of Labor Relations

(Art. X, Sec. 9 and App. Ltrs 6 and 7)

June 1, 1995

Mr Bernard L Gray, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Larnawee
Lansing, MI 48933

For the duration of the new Working Agreement effective this month, the Company will extend the following program, supplementing Article X, Section 9, concerning travel expenses of Travel Repair Crews when working on temporary work assignments at generating plants.

1. A \$30.00 per diem allowance will be paid for each day upon which an employee works at least eight hours away from home, including travel time, and which is contiguous to a night during which an employee was away from home on Company business. This allowance will be in lieu of all meals and all other incidental expenses. In the event the employee must travel to a Plant on Sunday to be available for work on Monday, he will receive \$15.00 per diem allowance in lieu of all meals for that day or as an option he may eat such meal and sign the guest check at a prescribed restaurant of the Plant where he is to be temporarily assigned.

Examples: If an employee is away from home Monday through Friday and works away from home overnight eight or more hours on Saturday, including travel time, he will be entitled to the \$30.00 allowance for each of the six days. However, if the employee is away from home overnight Monday through Friday and works away from home less than eight hours on Saturday, including travel time, he will receive an allowance of \$20.00 for Saturday. If an employee is away from home overnight on Monday through Thursday nights but works away from home for less than eight hours, including travel time, on Friday he will receive \$20.00 for Friday.

2. Appropriate lodging at Company-approved locations will be paid by the Company or by reimbursement to the employee. If the employee requests reimbursement, a receipt satisfactory to the Company for the lodging must be attached to the cashier's

APPENDIX 8

voucher when the employee submits his request for reimbursement.

3. The employee may make arrangements for a cash advance, covering out-of-town living expenses, at his regular headquarters before he leaves on a temporary assignment.
4. Mileage and travel time between work headquarters will be allowed as shown on the current mileage and travel guide which will be made available to all employees affected by this letter. Individual adjustments because of adverse driving conditions affecting either the mileage or travel time will be made when necessary.
5. An employee driving his own car will be allowed reimbursement for incidental mileage as shown on the current mileage and travel time guide for the Plant at which his temporary work headquarters is located.
6. In case of trouble or delay encountered while en route, the employee must contact his regular Supervisor for instructions, if possible. If for good cause the employee fails to report for work as scheduled, the Company will pay the \$30.00 provided in No. 1 above and his regular straight-time wages for that date.
7. Employees in Travel Repair Crews will not be eligible for any Company paid lodging, per diem, mileage allowance, other allowance or expense reimbursement or travel time, under Paragraphs 1 through 7 above, while temporarily assigned to work in any Plant in their home areas. Home areas, as used herein, are:

Crew	Home Area
Eastern Travel Repair Crew	J C Weadock Plant D E Kam Plant
Western Travel Repair Crew	B C Cobb Plant J H Campbell Plant

8. When an employee is assigned to work away from home for at least seven full days and he does not travel home during this period, he will receive \$20.00 in lieu of all necessary laundry

expenses incurred while away from home. The employee will be eligible for this allowance after each additional seven-day full period has passed.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

G A Sando
Manager of Labor Relations

(Art. X, Sec. 9 and App. Ltrs. 6 and 8(a))

APPENDIX 8(a)

June 1, 2000

Mr James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

As an alternative to the travel expense and board and lodging allowances under Appendix 8, Travel Repair Crew employees may elect the allowances under the following option. The election to be covered under Appendix 8 or Appendix 8(a) must be made by employees in increments of workweeks except where the assignment for the week in question will be less than one workweek, in which case the election must be for the duration of the assignment that week. Each employee must notify his Supervisor of his election not later than the first four hours of the first work period of the assignment and of any change not later than the first four hours of the first work period of any subsequent workweek. The following provisions delineate the procedures under this Appendix 8(a) for compliance with the provisions of Article X, Sections 9 and 10 as they apply to travel expenses for Travel Repair Crews temporarily assigned work at certain generating plants so that the following allowances are payable in lieu of reimbursable expenses covered by Article X, Sections 9 and 10.

1. The following chart shall govern allowances** payable under the following circumstances:

	Allowance**
a. Travel on off-duty day to temporary location and lodging required	\$55
b. Travel during his regular daily work period to temporary location and lodging required	\$55
c. Regular workday at temporary location and lodging required and not entailing travel	\$65

**In lieu of all meals, including allowances in lieu thereof to which the employee would otherwise be entitled in accordance with the provisions of Article X, Section 10, lodging and any other expenses for which the employee may be eligible under the Agreement, except travel time and mileage, if applicable.

- d. Travel back to regular location on regular workday or on off-duty day and lodging not required

1) Travel/Work less than 11 hours	\$15
2) Travel/Work at least 11 hours	\$30

Examples

- a. If any employee must travel to a Plant on Sunday in order to be available for work on Monday, he shall receive an allowance of \$55.00 in lieu of board and lodging and any other expenses, excluding travel time and mileage, if applicable, for Sunday.
 - b. If an employee must remain away from home overnight Sunday through Thursday night, he shall receive four allowances of \$65.00 each in lieu of board and lodging and any other expenses for Monday through Thursday, in addition to the allowance provided under a. above. If the employee returns to his regular location on Friday and he travels during his regular daily work period, he shall receive an allowance of \$15 in lieu of board and any other expenses, excluding travel time and mileage, if applicable, for Friday.
 - c. If an employee must remain away from home Sunday through Friday night and he works at his temporary location on the immediately succeeding Saturday, and such work and travel time on Saturday is at least 11 hours, he shall receive an allowance of \$30.00 in lieu of board and any other expense, excluding travel time and mileage, if applicable for Saturday. However, if such work, including travel time, is less than 11 hours, he shall receive an allowance of \$15.00 in lieu of board and any other expenses, excluding travel time and mileage, if applicable, for Saturday.
2. The employee may make arrangements for a cash advance, covering out-of-town living expenses, at his regular headquarters before he leaves on a temporary assignment.
 3. The applicable mileage, travel time between work headquarters and incidental mileage, if any, will be allowed as shown on the current mileage and travel time guide which will be made available to all employees affected by this letter. Individual adjust-

APPENDIX 8(a)

ments because of adverse driving conditions affecting either the mileage or travel time will be made when necessary. Employees may be required to provide personal transportation.

4. In case of trouble or delay encountered while en route, the employee must contact his regular Supervisor for instructions, if possible. If for good cause the employee fails to report for work as scheduled, the Company will pay the \$30.00 provided in No 1 above and his regular straight-time wages for that date.
5. The preceding paragraphs do not apply to an employee who is temporarily assigned to work in any Plant in his home area. Home areas, as used herein, are:

Crew	Home Area
Eastern Travel Repair Crew	J C Weadock Plant
	D E Karn Plant
Western Travel Repair Crew	B C Cobb Plant
	J H Campbell Plant

6. When an employee is assigned to work away from home for at least seven full days and he does not travel home during this period, he will receive \$20.00 in lieu of all necessary laundry expenses incurred while away from home. The employee will be eligible for this allowance after each additional seven full-day period has passed.

G A Sando
Manager of Labor Relations

(Art. X, Sec. 9 and App. Ltrs. 6 and 8)

September 1, 1983

Mr. Frank H Davis, President
Michigan State Utility Workers
Council, AFL-CIO
505 South Jackson Street
Jackson, MI 49203

TRAVELING REPAIR CREWS
WORK GROUP ASSIGNMENT METHODS
FOR MECHANICAL REPAIR GROUP

Because of the unique nature of the job assignments to employees in the Traveling Repair Crews and the parties' desire to distribute overtime as equally as practicable, the following procedure will be used, to the extent practicable, for road assignments in each of the Traveling Repair Crews.

1. At the time an assignment away from the home area (road assignment) is made, certain employees will be formed into crews by the Company in accordance with their positions on the then posted overtime list, with the low overtime employee or employees of each selected classification placed on one crew, and the employees next on the overtime list placed on the second crew and so on, except that during an employee's probationary period he may be assigned to one supervisor without regard to his position on the overtime list.
2. Road assignments will be made on a crew basis and will be based on the anticipated overtime of such assignment. Road assignments will normally be for the duration of a particular job.
3. If additional assignments away from the home area are made while some crews are away from the home area, it will not be necessary to replace a crew or any members of a crew already assigned away from the home area.

APPENDIX 9

4. In the event the Company has provided special training to a crew for a specific nuclear plant job assignment and an interruption in that assignment occurs, the crew initially assigned may complete that assignment when it is continued.

William R Mills
Director of Union Relations

(Art. X, Sec. 24 and App. Ltr. 6)

June 1, 1995

Mr Bernard L Gray, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

During the March 28, 1967, Final Conference Meeting, the Company and the Union discussed travel arrangements and expenses of employees attending training schools. The following program shall remain in effect for the duration of any new Working Agreement effective this month.

1. A \$30.00 per diem allowance will be paid for each day that an employee attends school away from home, and which is contiguous to a night during which an employee was away from home. This allowance will be in lieu of all meals and all other incidental expenses. If unusual circumstances arise wherein an employee's expenses for meals and incidentals, for the entire period of attendance exceeds an average of \$30.00 per day, the Company will consider reimbursement for the excess amount if supported by vouchers covering the total period.
2. Appropriate lodging at Company-approved locations will be paid by the Company or by reimbursement to the employee. If the employee requests reimbursement, a receipt satisfactory to the Company for the lodging must be attached to the cashier's voucher when the employee submits his request for reimbursement.
3. The employee will not suffer any loss of his regular straight-time pay as a result of attending these training schools.
4. The employee will be reimbursed the mileage that he drives his personal car between his work headquarters and the location of the school. A daily incidental mileage of 10 miles will be allowed for each night the employee is away from home. Company-owned vehicles will be available for the use of employees unable to drive their own personal automobiles. Reimbursement for personal car mileage will be paid in accordance with the mileage agreement of the Working Agreement.

APPENDIX 10

5. To be reimbursed for these expenses, it will be necessary for the employee to submit a cashier's voucher, which will include his name, amount, purpose and date of expense.
6. The employee may make arrangements for a cash advance covering out-of-town living expenses at his regular headquarters before he leaves to attend the school.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

G A Sando
Manager of Labor Relations

(Art. X, Sec. 9 and App. Ltr. 6)

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Hicks

We have engaged in a number of discussions concerning whether certain types of work are included within the scope of Article X, Section 23 of the Working Agreement, without prejudicing our future position pertaining to the meaning or application of Article X, Section 23.

Among the items of work which have been in dispute between the parties, as to whether the work is covered by Article X, Section 23, are 46, 138 and 345 kV construction work. The Company now agrees that the same considerations will govern the contracting of 46 kV electric line construction as govern lines of lesser voltage under Article X, Section 23. The Company will notify the Union in advance of contracting out 46 kV work. It is understood that the Hamlin Case (66-114), and all cases held in abeyance, is settled by this understanding, and withdrawn from arbitration.

Secondly, we have agreed to establish a new administrative procedure to determine the applicability of the provisions of Article X, Section 23 to all new Bulk Power projects.

In addition to the foregoing, we have discussed the application of Article X, Section 23 to the delivery of electric appliances. The Company has agreed to construe such work to be within the scope of this Article if there are adequate appliance deliveries from a headquarters to fully utilize a two-man appliance delivery crew and necessary equipment.

Yours very truly

H R Vaughn
Director of Union Relations
HRV/jag

APPENDIX 12

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Hicks

We have discussed certain problems pertaining to the application of Article X, Section 23 of the Working Agreement. One problem which you have raised is the fact that certain contractors work their employees on Saturdays of certain weeks in order to make up for holidays which have been taken during such weeks. Although allowing the contractor to utilize such a "workweek" has been found in Arbitration not to be in violation of the third sentence of Article X, Section 23, the Company for the duration of any new Working Agreement executed this month will, as far as practicable, restrict contractors performing gas or electric distribution work for the Company to a four-day week in those weeks during which a holiday provided in Article XI, Section 12 of the Working Agreement is observed on a weekday by those of his employees who are working on projects for the Company. Further, the Company for the duration of any new Working Agreement executed this month will, as far as practicable, restrict contractors performing gas or electric distribution work for the Company to a three-day week in those weeks during which two holidays provided in Article XI, Section 12 of the Working Agreement are observed on weekdays by those of his employees who are working on projects for the Company. However, it must be recognized that most existing contracts do not give the Company the power to restrict the contractor in this regard.

Similarly, you have raised the issue of contractors changing the schedules of their employees so that Saturdays are substituted for inclement days upon which the contractor's employees do not work. For example, a contractor who has scheduled his employees to work on Monday through Friday may change the schedule to be Monday, Tuesday, Thursday, Friday and Saturday if there is inclement weather on Wednesday. Although allowing this practice does not violate the third sentence of Article X, Section 23, the Company for the duration of any new Working Agreement executed this month will, as far as practicable, restrict contractors performing gas

or electric distribution work for the Company to a four-day week in those weeks in which one of the contractor's workdays is cancelled because of inclement weather. Once again, it must be recognized that most existing contracts do not give the Company the power to restrict the contractor in this regard.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

APPENDIX 13

June 1, 2000

Mr. James Reilly, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, Michigan 48933

Dear Mr Reilly:

During the 2000 Working Agreement negotiations, the Executive Board of the Michigan State Utility Workers Council stated that certain employees, who were scheduled to work other than a daytime schedule, were not permitted reasonable time off work when they were called to serve as jurors or subpoenaed to appear as witnesses in court, or before any other body empowered by law to compel attendance of witnesses by subpoena, and at some Company locations an arbitrary maximum time has been established.

The Company recognizes these legal and civic responsibilities of its employees and assures you that a reasonable attempt will be made to accommodate their needs. An employee's supervisor can accomplish this goal in several ways, depending on the employee's schedule and the time required in Court, or other location which may be specified in the subpoena. These include, but are not limited to: (1) a change in schedule without cost to the Company, (2) granting an employee's request to be reassigned to the day shift subject to the following conditions: (a) the request for reassignment is made at least three days prior to the proposed change in work schedule; (b) the reassignment is made in increments of a workweek starting with the beginning of the employee's workweek; and (c) no schedule change premium will be paid to such employee as a result of his reassignment to the day shift, (3) a reasonable delay in reporting for his regular starting time, and (4) a reasonable period of time off from his shift to prepare for the Court required attendance.

Yours very truly

Gregory A. Sando
Manager of Labor Relations

(Art. X, Sec. 25)

June 1, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 W. Lenawee
Lansing, MI 48933

Dear Mr. Gray:

During the 1980 Working Agreement negotiations, the Company and the Union agreed that certain employees described in Article XI, Section 7(c) have the opportunity for shift preference. This letter sets forth the procedures in administering that shift preference.

1. Written requests for shift preference must be submitted by the employee to his immediate supervisor at least two weeks prior to December 1, 1980, and may be submitted at any time thereafter.
2. Shift assignments will be made in accordance with the provisions of Article XI, Section 7(c) except:
 - a. Employees newly assigned to a group will not be eligible or affected by the provisions of such Subsection during their first 6 months in the group.
 - b. Employees may be placed on any shift for temporary assignments including assignments for training purposes.
3. When existing schedules are changed or a new shift established at times other than the first Monday in February, employees will be given notice of the establishment of the new schedules or shifts and have a two week period in which to submit a written preference request. Such preference will be used for the filling of the changed schedule or new shifts.
4. The Company may limit the movement of employees to a given shift to 50% of the employees in each classification on such shift.

APPENDIX 14

5. The employee must be fully capable of performing all of the duties normally performed by the classification on the desired shift.
6. If the Company is unable to fill a vacancy on a given shift in accordance with the provisions of Article VII, Section 7, the vacancy, if other than a temporary vacancy, will be filled by reference to the preference forms on file.
7. The President of the Executive Board of the Michigan State Utility Workers Council and the Company's Manager of Labor Relations may change this agreement at any time, by mutual agreement.

Yours very truly,

G. A. Sando
Manager of Labor Relations

(Art. XI, Sec. 7(c) and App. Ltr. 15)

September 1, 1980

Mr Frank H Davis, President
Michigan State Utility Workers
Council, AFL-CIO
408 Security Building
Jackson, MI 49201

Dear Mr Davis

During the 1980 Working Agreement negotiations, the Executive Board of the Michigan State Utility Workers Council requested that an employee elected to the office of Local Union President be placed on the "day" shift for the term of his office.

The Company agrees that, upon written request, a Local Union President who is assigned to other than a "day" shift, will, if practicable, be reassigned to the "day" shift. No change of schedule premium will be paid to such Local Union President as a result of the application of the provisions of this letter.

Yours very truly

William R Mills
Director of Union Relations

(Art. XI, Sec. 7(c) and App. Ltr. 14)

APPENDIX 16

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

During the 1971 Working Agreement negotiations your Union was concerned about the Company's administration of Article XIII, Section 1(b) and 1(c), and claimed that those Sections were applied to particular employees in such a way that those employees, whom the Union claimed did not have bad attendance records, and about whom the Company should not have been concerned as to the validity of their reasons for particular absences, were required to submit proofs in substantiation of their absences.

The Company's representatives stated to you repeatedly what this letter says: It is not the Company's intention to harass good employees because of their occasional absences. While the Company accepts the Union's argument that both the Union and the Company have responsibilities for the administration of the Working Agreement, it does not follow that the responsibilities of either party are diminished by the fact that each party shares those responsibilities. The Company does not want its supervisors to treat the occasional absences of good employees as though those employees had bad records, or as though the Company had any general reason to suspect that the reasons for the absences of those employees were always in doubt. The Company will endeavor to see to it that such employees are not so treated.

But the Company does intend to put employees with bad sick leave records to the test of proofs in connection with their absences, and does not wish to make absences a matter of convenience for those employees.

Yours very truly

John W Scott
Director of Union Relations
JWS/aks
(Art. XIII, Secs. 1(b) and (c))

October 12, 1971

Mr Russell I Bjorkman, President
Michigan State Utility Workers
Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Bjorkman

During the 1971 Working Agreement negotiations the Executive Board of the Michigan State Utility Workers Council requested the Company's position as to when an employee would be paid for his absence for medical treatment for his wife or child when appointments outside of working hours are not practicable and the presence of the employee is required. It is the Company's position that when the situation requires the employee's presence under circumstances where only the employee can fulfill the need in the situation he shall be excused for a reasonable length of time without loss of his straight-time pay.

Yours very truly

John W Scott
Director of Union Relations

JSW/aks

(Art. XIII, Sec. 6)

APPENDIX 18

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers Council
Utility Workers Union of America, AFL-CIO
402 Security Savings & Loan Building
115 West Michigan Avenue
Jackson, MI 49201

Dear Mr Hicks

At a meeting held on July 19, 1968 the Company discussed with the Michigan State Utility Workers Council a Customer Service Department job combination.

This is to assure you that the Company has no intention of putting that combination into effect during the life of the forthcoming Working Agreement.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/ddc

(Art. XV, Sec. 7)

September 1, 1983

Mr Frank H Davis, President
Michigan State Utility
Workers Council, AFL-CIO
505 South Jackson Street
Jackson, MI 49203

During the 1983 Working Agreement negotiations, the Company and the Union discussed the work of the Gas Customer Services Group.

The parties agree that all employees higher rated than the Customer Meterman in the Gas Customer Services Group may perform straight electric single-phase meter read ons and read offs.

William R Mills
Director of Union Relations

Frank H Davis, President
Michigan State Utility
Workers Council, AFL-CIO

(Art. XV, Sec. 1)

APPENDIX 20

September 1, 1986

Mr Emil L Vredenburg, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

During the 1983 Working Agreement negotiations, the Union and the Company discussed the problem of training employees and getting meters read.

It is agreed that the combination jobs of Single Phase Meter Worker/Meter Reader and Customer Meter Worker/Meter Reader may be established in any headquarters, in appropriate numbers, by the Company to train employees, to achieve more efficient scheduling of meter reading routes and to perform any of the work which may be assigned to Single Phase Meter Workers or Meter Readers (in the case of Single Phase Meter Workers/Meter Readers) or Customer Meter Workers or Meter Readers (in the case of Customer Meter Workers/Meter Readers). No such combination job will be created for the purpose of laying off any employee in the Electric Meter, Gas Customer Services or Meter Reading occupational groups. No such combination employee will be required to read Meter Reader routes more often than 120 days per year. Vacancies in these jobs will be filled under the provisions of Article VII, Section 9.

Employees in higher classifications in the Electric Meter Group and the Gas Customer Services Group will not be required to read Meter Reader routes under the provisions of this Agreement nor will they be assigned to fill these combination jobs when day-to-day absences occur due to illness, vacation or other reasons.

This agreement is not intended to alter the Job Descriptions of the existing classifications in the Gas Customer Services and Electric Meter occupational groups.

This letter will replace the letter dated September 1, 1983 from Mr Mills to Mr Davis on the same subject.

William R Mills
Director of Union Relations

Emil L Vredenburg, President
Michigan State Utility
Workers Council, AFL-CIO

(Art. XV, Sec. 7)

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility Workers Council
Utility Workers Union of America, AFL-CIO
402 Security Savings & Loan Building
115 West Michigan Avenue
Jackson, MI 49201

Dear Mr Hicks

Until further notice, the Company intends to pay the normal fees for licenses obtained and maintained by employees covered by the Agreement solely at the request of the Company.

Further, an employee required to take a license examination in order to obtain such a license will be permitted to do so without loss of his straight-time pay.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

APPENDIX 22

June 30, 1969

Mr Marshall M Hicks, President
Michigan State Utility
Workers Council, AFL-CIO
402 Security Building
Jackson, MI 49201

Dear Mr Hicks

I am sure you appreciate that the Company does not wish to place itself in a position where assignments of inspection work to its own employees would result in reduced efficiency, or curtailment of the ability of the Company to get its work done because of the number of Company employees assigned to inspection. Where assigning Bargaining Unit employees to cross-country inspection will not create such a problem, the Company proposes to assign such employees to perform such inspection work.

Yours very truly

H R Vaughn
Director of Union Relations

HRV/jag

June 1, 2000

Mr. James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr Reilly:

During the 2000 Working Agreement negotiations, the parties discussed the problems of electric and gas underground construction and agree that Electric or Gas Distribution employees may, in addition to their other duties, be assigned to install any underground utilities of any kind, notwithstanding anything to the contrary in any arbitration decisions between the parties and/or the Gas Reevaluation dated October 21, 1998. In addition, the parties agree that while the Company is not required to do so, it may also utilize the current procedure, as set forth below:

1. A crew consisting of an employee from the Gas Distribution Department and an employee from the Electric Distribution Department may be assigned to install underground gas services and mains and electric services, secondaries, primaries, and associated equipment ("service mains").
2. Each employee will assist the other in the installation of underground services and mains, ie, the Electric Lines employee will assist the Gas Lines employee with the installation of underground gas services and mains and the Gas Lines employee will assist the Electric Lines employee with the installation of underground electric services and mains.
3. Work necessary for the installation of either underground gas or electric facilities (eg, trenching, backfilling) may properly be performed by either employee.
4. This Agreement applies to the installation of gas and electric and any other underground utilities.

5. This Agreement is not intended to be an interpretation of the terms of the Working Agreement with respect to the work performed by any other occupational group or groups.

GA Sando
Manager of Labor Relations

James R. Reilly
President,
Michigan State Utility Workers
Council, AFL-CIO

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr Gray:

During the 1980 negotiations, the parties discussed the problem of Operators who are assigned to Nuclear Plants and are unable to qualify or requalify for their Reactor Operator's License issued by the NRC, and of employees who are unable to retain "unescorted access" authorization in a Nuclear Plant.

An Operator who is assigned to a Nuclear Plant and who is unable to pass a Company or NRC test or examination necessary to either qualify or requalify for the NRC issued Reactor Operator's License will receive reasonable additional training by the Company based on now current NRC and Company requirements for the license and must reapply for such license when directed to do so by the Company.

If such an Operator:

1. Fails to make satisfactory progress toward obtaining his first NRC issued Reactor Operator's License; or
2. Fails to either apply or reapply for an NRC issued Operator's License when directed to do so by the Company; or
3. Upon reapplication, is unable to pass a Company or NRC test or examination necessary to either qualify or requalify for an NRC issued reactor Operator's License, he will be considered released for lack of work and afforded his rights under Article VII, Section 17, except with respect to placement in any job in a Nuclear Plant Operating Group.

APPENDIX 24

An employee who:

1. Has been previously authorized "unescorted access" in a Nuclear Plant; and
2. Who subsequently has such authorization revoked or suspended; and
3. Who cannot regain authorization to "unescorted access" in a Nuclear Plant within a reasonable period of time (as determined by the Company) will be considered released for lack of work and afforded his rights under Article VII, Section 17 except with respect to placement in any job in any Nuclear Plant, or Traveling Repair Crew.

An operator or employee who is "considered released for lack of work and afforded his rights under Article VII, Section 17" as hereinabove provided, will not be entitled to employment security and wage rate protection under Appendix 46.

Yours very truly

G A Sando,
Manager of Labor Relations

(Art. VII, Sec. 17 and App. Ltr. 46)

June 1, 2000

Mr James Reilly, President
Michigan State Utility Workers
Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

You have asked the Company to verify in writing certain of our understandings with regard to posting, layoffs and recall.

For purposes of Article VII, Sections 5, 9 and 17, the Electric Operations Group will be considered to be a part of the Alma headquarters; and the General Meter Shop and the Salvage Group will be considered to be a part of the Jackson headquarters.

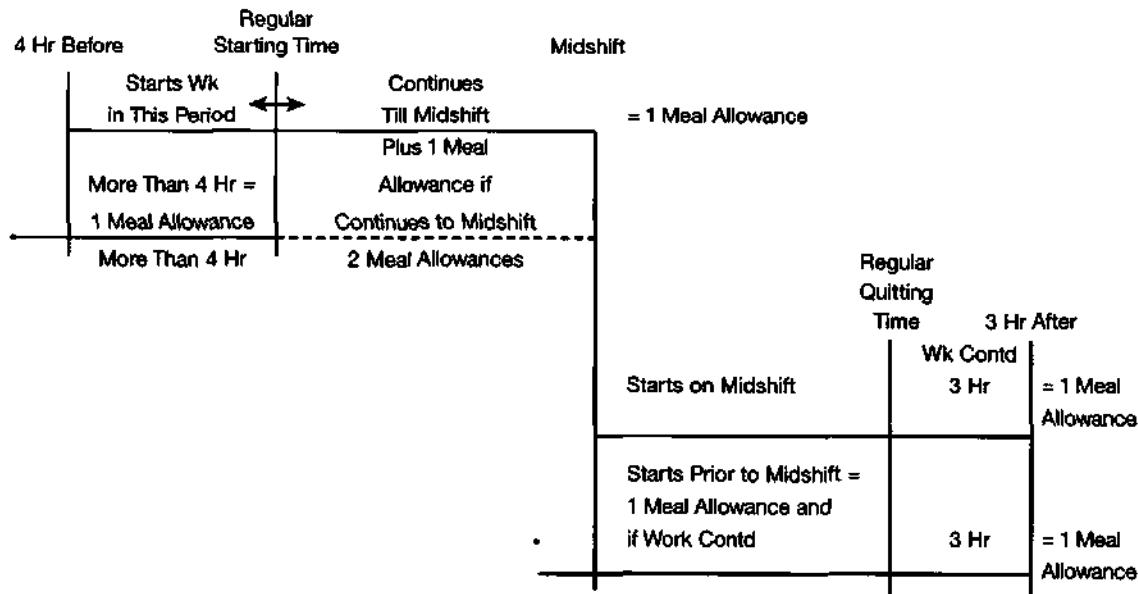
G. A. Sando
Manager of Labor Relations

(Art. VII, Secs. 5, 9 and 17)

I. SCHEDULED OVERTIME AND CALL-BACK

4 Hr Before	Regular Starting Time	Regular Quitting Time	
Less Than 4 Hr	Plus Regular Shift = 0 Meal Allowance		
4 Hr	Plus Regular Shift = 1 Meal Allowance		
More Than 4 Hr	Plus Regular Shift = 2 Meal Allowances		
	Regular Shift Plus	3 Hr After 3 Hr	= 1 Meal Allowance
	<u>Regular Shift Plus</u>	<u>Called Back:</u> <u>Within 2 Hr</u>	= 1 Meal Allowance if Employee Hasn't Eaten

II. SCHEDULED OVERTIME OFF-DUTY DAY AND NOT REQUIRED TO CARRY LUNCH



III. CALL-OUT OVERTIME

7 Hr Before	Regular Starting Time	Midshift	Regular Quitting Time	3 Hr After	
Starts at Least 1 But Less Than 7 Hr Before = 1 Meal Allowance		Plus Meal Allowance if Continues to Midshift		Wk Contd 3 Hr	= 1 Meal Allowance
Starts 7 or More Hr Before = Two Meal Allowances		Plus Meal Allowance if Continues to Midshift		3 Hr	= 1 Meal Allowance

- A. Call-Out On-Duty Day: When called out and time worked is not adjacent to regular shift, furnish a meal allowance after five hours of work and additional meal allowances at intervals of five hours.
(if not covered in the Charts above)
- B. Call-Out Eightieth Day: Furnish meal allowance after five hours of work and additional meal allowances at intervals of five hours.
(if not covered in the Charts above)
- C. No working time will accrue during any time period that employees have been permitted to leave their jobs to travel, obtain and eat a breakfast, lunch or "meal."

EXPLANATION OF MEAL CHART**Definition of Terms**

Scheduled Overtime—Work assignment made prior to the end of the previous workday of the affected employee or at least 16 hours in advance of the start of said work assignment.

Call-Back—Refers to situation in which employee is called back to work within the two-hour period immediately following the end of his regular day.

Employee Not Required To Carry Lunch—Refers to a work situation in which an employee is scheduled to work an unspecified length of time, usually expected to be less than eight hours in duration.

Meal Allowance—\$20.00 payment in lieu of a meal, travel time and time spent eating a meal.

Diagram I—Explanation of Chart**A. Scheduled Overtime—Either On- or Off-Duty Day**

The employee must work at least four hours immediately preceding the regular starting time to be eligible for any meal allowance.

If the employee works at least four hours prior to the regular starting time and continues working until midshift, he is eligible for a meal allowance.

If the employee works more than four hours immediately preceding the regular starting time, he is eligible for a meal allowance if he works until starting time and if the work continues until midshift, he is eligible for an additional meal allowance.

B. Continuation or Call-Back—Either On- or Off-Duty Day

If the employee works the regular daily work period and continues work for three hours after the regular quitting time, he is eligible for a meal allowance. If the work continues, he is eligible for additional meal allowances at intervals of five hours.

If an employee works the regular daily work period and is called back to work after being released and such call-back is within two hours after the regular quitting time, the employee is eligible for a meal allowance if he hasn't eaten. If the work continues, he is eligible for additional meal allowances at intervals of five hours commencing three hours after the end of his regular daily work period.

Diagram II—Scheduled Overtime Off-Duty Day—Not Required To Bring Lunch

- A. If the employee begins work prior to midshift up to and including four hours prior to the regular starting time and continues working until midshift, he is eligible for a meal allowance.
- B. If the employee works more than four hours prior to the regular starting time and continues working until the regular starting time, he is eligible for a meal allowance and if he continues to work until the midshift, he is eligible for an additional meal allowance.
- C. If the employee starts at or prior to midshift and continues to work for three hours after the regular quitting time, he is eligible for a meal allowance and if the work continues, he is eligible for additional meal allowances at intervals of five hours.

Diagram III—Call-Out Prior To And Adjacent With Regular Shift—On-Duty Day Or Off-Duty Day

- A. If the employee is called out and works at least one but less than seven hours prior to the regular starting time, he is eligible for a meal allowance two hours after he reports for work, and if the work continues until midshift, he is eligible for an additional meal allowance.
- B. If the employee is called out and works seven or more hours prior to the regular starting time, he is eligible for a meal allowance two hours after he reports for work, and he is eligible for an additional meal allowance if he works until his regular starting time, and if the work continues until midshift, he is eligible for an additional meal allowance and if work continues for three hours past his regular quitting time, he is eligible for an additional meal allowance and if the work continues, he is eligible for additional meal allowances at intervals of five hours.

- C. Call-Out Not Adjacent To Regular Shift—The employee is eligible for a meal allowance after approximately five hours of work, and if the work continues, he is eligible for additional meal allowances at intervals of five hours.

MILEAGE AND TRAVEL TIME GUIDE

(For Use by General Repairmen, Generating Plant Repairmen and Traveling Repairmen)

Bay City (General Repair)→	185	140	180	155	7	155	134	154	25	210	150	7	170	155
	3.9	2.8	4.2	3.9	.3	3.1	2.5	3.2	.8	4.2	3.0	.3	4.0	3.1
Big Rock Plant→	230	240	210	185	204	249	153	185	290	60	185	225	360	
	4.6	5.8	5.3	3.9	4.3	4.7	2.9	3.9	6.5	1.2	3.9	5.6	7.0	
Battle Creek (General Repair)→	90	105	140	60	43	161	140	75	195	140	95	130		
	1.8	2.1	2.8	1.2	.9	3.3	2.8	1.5	3.9	2.8	2.0	2.7		
Campbell Complex→	35	180	35	145	80	155	55	180	180	—	210			
	.7	4.2	.9	2.7	1.6	3.2	1.0	4.2	4.2	—	4.6			
Cobb Plant→	155	50	150	54	130	85	150	155	—	240				
	3.9	1.0	2.8	1.1	2.7	1.7	3.5	3.9	—	4.8				
Eastern Travel Crew→	155	134	154	—	210	150	—	—	155					
	3.1	2.5	3.2	—	4.2	3.0	—	—	3.1					
Grand Rapids (General Repair)→	112	103	155	65	140	155	40	195						
	2.1	2.2	3.1	1.3	2.8	3.1	1.0	3.9						
Jackson-Trail St (General Repair)→	200	120	125	235	134	145	85							
	3.8	2.4	2.3	4.4	2.5	2.7	1.6							
Ludington Pumped Storage→	130	125	99	154	67	255								
	2.6	2.3	2.0	3.2	1.3	5.0								
Midland Complex→	185	150	30	140	160									
	3.9	3.0	1.0	2.8	3.2									

Daily Incidental Mileage at Each Location

Bay City (Training Center)	10 Miles
Big Rock Plant	25 Miles
Campbell Complex	30 Miles
Cobb Plant	20 Miles
Jackson Trail St (Training Center)	10 Miles
Ludington	25 Miles
Midland Complex	20 Miles
Muskegon (Training Center)	10 Miles
Palisades Plant (South Haven)	25 Miles
(Benton Harbor)	50 Miles
Karn/Weadock Complex	25 Miles
Whiting Plant	30 Miles

Palisades Plant→	210	210	70	206
	<u>4.2</u>	<u>4.2</u>	<u>1.3</u>	<u>3.9</u>
Traverse City (General Repair)→	150	165	285	
	<u>3.0</u>	<u>3.8</u>	<u>5.7</u>	
Karn/Weadock Complex→		170	155	
		<u>4.0</u>	<u>3.1</u>	
Western Travel Crew→			225	
			<u>4.7</u>	
Whiting Plant→↑				

This guide is based on normal driving conditions.

When driving time is 5.0 hours or more, allow 30 minutes for a meal.

(NOTE: This guide is subject to change at any time by mutual agreement between the parties.) (Art. X, Sec. 13)

APPENDIX 28

June 1, 1995

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lanawee
Lansing, MI 48933

We have discussed the Company's desire to operate more efficiently in the Material Services, Electric Meter, Meter Reading and Energy Distribution Groups. We have agreed, that such employees may be scheduled to work on a Monday through Friday basis on other than a day time schedule and that starting times for such schedules may begin between 6 AM and 11 AM, inclusive, unless otherwise agreed by the Manager of Labor Relations and the Michigan State Utility Workers Executive Board, notwithstanding any provision of the Working Agreement to the contrary.

It is further agreed, however, that local management will establish, in each headquarters, not more than three schedules during any week for each occupational group covered by this agreement.

Where such schedules are established, they shall be non-rotating and each affected qualified employee, by classification, will be given his choice of schedule based on seniority. Such choice will be made at least two weeks prior to the time the schedules are established, and thereafter on the first Monday in February of each calendar year.

The employee's choice of schedule will be accommodated insofar as the available openings, including openings that may occur during such year, in his classification on such schedule, will permit. Should it become necessary to otherwise change such schedules, employees shall be paid for such change in schedules in accordance with the provisions of Section 8 of Article XI. In the event no qualified, available employee in the classification affected voluntarily accepts such change of schedule, the assignment will be made to the qualified, available employee in such classification with the least seniority.

In no event shall an employee be paid for a change in schedule in accordance with the provisions of Section 8 of Article XI if the

change in schedule results from the application of these choice of schedule provisions.

It is also agreed that as long as this letter is in effect, the scheduling provisions of Article XI, Section 7(b) will not be utilized.

Agreed:

Consumers Power Company

UWUA, AFL-CIO and its MSUWC

G A Sando,
Manager of Labor Relations

Bernard L Gray,
President Michigan State
Utility Workers Council

(Art. XI, Secs. 7(b), 8 and 11)

APPENDIX 29

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

During the 1989 Working Agreement negotiations we agreed, in order to improve the Company's operating efficiency, that a limited number of Electric Meter Group employees may be assigned to other than a daytime schedule as defined in Article XI, Section 11a. This letter further defines the terms of our agreement.

In the case of Electric Meter Group employees, such assignments will be restricted to one employee performing single-phase meter work in each of not more than seven of the "larger headquarters." An employee so assigned will be provided a paid lunch period of 30 minutes, including clean-up and travel time, at such time as may be designated by the Company.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

G. A. Sando
Manager of Labor Relations

June 1, 2000

Mr. James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Reilly:

During the 2000 negotiations the Company and the Union discussed forging a partnership of mutual interest that will provide the platform for addressing issues of mutual concern during the term of the Agreement. This effort will continue as the parties seek to expand the areas of common ground in the increasingly dynamic business environment in which the business of supplying the energy needs of the people of Michigan must operate in the years ahead. Innovative solutions to issues of mutual concern to the parties without diminishing the traditional role of the Union as representative of U.W.U.A. members or the Company's management responsibilities will be needed to maintain and enhance the Company's competitive position and the Union's involvement in the new marketplace. It is within this framework that on a jointly agreed upon schedule:

- The Company will hold briefings and seek input from the members of the Executive Board of the Union on current and anticipated near and long term issues that may impact the partnership efforts of the parties. Corresponding meetings will be held between a representative of local management and the local union president or his designated representative.
- Members of management will meet with the Executive Board of the Union to solicit and consider the Company and Union insights concerning the more significant issues related to workforce planning, staffing levels, job security, training, revenue opportunities and more efficient use of the workforce to better align the parties' efforts to reach mutually acceptable goals.

- Joint Committees may be formed by the Manager of Labor Relations and the President of the Michigan State Utility Workers Council to explore these and other matters in greater detail, to analyze them and to make joint recommendations for further consideration by the Company and the Union.

G. A. Sando
Manager of Labor Relations

June 1, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

The provisions of Article X, Section 10(h) shall not apply to an Energy Supply employee assigned to the Mechanical Repair Group, Electric Repair Group, Radwaste Worker Group, Building Utility Worker Group, Yard and Coal Handling Group, Janitor Group, Generating Plant Stockkeepers and Travel Repair Groups. If such employee is eligible for a meal allowance under Subsection (b), (c), (d), (e) or (f) of Article X, Section 10, he will be given the following options: 1) He may remain at the Plant and arrange with his supervisor to leave his job for 30 minutes to obtain and eat a Plant vending machine meal (the 30 minute period shall be without loss of pay and shall include "clean-up" time); or, 2) He may request to leave the plant, in which case the provisions of Article X, Section 10(h) will apply.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility Workers
Council, AFL-CIO

(Art. X, Sec. 10(h))

APPENDIX 32

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

Employees in Energy Distribution who are not assigned to report directly to outside job sites will not be assigned to a four day, 10-hour per day workweek.

Contractors' employees performing work customarily performed by bargaining unit employees in Energy Distribution will not be scheduled to work four day, 10 hour per day workweeks. Contractors' employees working five 8-hour day workweeks will be considered to be restricted "to the same workweek as that established for employees under this Agreement," for the purposes of Article X, Section 23.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

G A Sando
Manager of Labor Relations

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

It is agreed that if the Flex Fund Plan for Health Care Expense Reimbursement, the Flex Fund Plan for Dependent Care Expenses, or the Flexible Benefits Plan for Health Care Premiums is terminated for the Company's Operating, Maintenance and Construction Employees, the same Plan or Plans will be terminated for the Company's Salaried Employee — Weekly and Executive, Administrative and Professional employees.

This letter will replace the letter dated June 1, 1989, from Mr Robichaud on the same subject.

G A Sando

AGREED:

Bernard L. Gray
President, MSUWC, AFL-CIO

Reserved



Reserved

APPENDIX 36

Reserved

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

It is our intention to meet with you quarterly to discuss health care issues including cost trends.

This letter will replace the letter dated June 1, 1989 from Mr Robichaud on the same subject.

G A Sando
Manager of Labor Relations

APPENDIX 38

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

This letter is provided to assure you that during the term of the Working Agreement effective June 1, 1992, the Company will not utilize new technology for the purpose of displacing by layoff its Meter Readers, Chief Janitors, Janitors, Advanced Unskilled Workers, or Unskilled Workers or employ contractors for the same purpose.

G. A. Sando
Manager of Labor Relations

June 1, 2000

Mr. James E. Reilly, President
Michigan State Utility Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Your signature will acknowledge the following agreement between Consumers Energy Company ("the Company") and the Executive Board of the Michigan State Utility Workers Council.

Effective January 1, 2001 the Company will implement a program to reimburse eligible, regular, full-time, active employees and their family members for up to \$400 per person per year for hearing aid purchase. For purposes of this program, a family member shall include (1) the employee's spouse and (2) the employee's children or step-children who live with the employee, and who are the employee's dependents under the Internal Revenue Code (even if the employee does not take a deduction for the dependent because the child's other parent takes the deduction) and who are under age 22. Only one hearing aid will be covered per person per ear during any thirty-six month period. Excluded from the program are repairs, batteries, auxiliary services or supplies, and replacements unless the replacement is for a hearing aid that has been in use at least three years and only if replacement is necessary due to a change in the medical condition or if the aid no longer functions properly. This program is not a part of the Group Health Care Plan. This benefit is for reimbursement of expenses actually paid by the employee, and only to the extent the costs exceed amounts the employee is eligible for under other insurance or worker's compensation. The Company shall administer the program and will make all decisions concerning eligibility and participation in the program. The Company may at its option purchase similar coverage from a vendor, and if it elects to do so, the program will be administered in accordance with the standard procedures and limitations of the vendor program.

G. A. Sando
Manager of Labor Relations

APPENDIX 40

June 1, 1992

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 W Lenawee
Lansing, MI 48933

Dear Mr. Gray:

During the 1992 negotiations, the parties discussed the "continuous service date problem" of employees who are initially hired for a job listed in Exhibit "A" of the Working Agreement on a temporary basis and later, after a short break in service are reemployed as a regular employee.

It is agreed that if such employee is reemployed within 30 days following the termination of his last preceding period of temporary employment, his continuous service will, upon completion of 90 days continuous service as a regular employee, be adjusted to include the aggregate of separate periods of temporary employment, excluding any periods of temporary employment preceding a break in service of more than 30 days. Upon adjustment of the employee's continuous service, it shall be effective prospectively with regard to all provisions of the Agreement.

Sincerely,

G. A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility Workers
Council, AFL-CIO

(Art. VII, Sec. 4)

June 1, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Gray:

During the 1992 Working Agreement negotiations, the Company and the Union agreed that affected employees will have the opportunity for shift preference if the Company establishes a non rotating working schedule in accordance with Article XI, Section 3(b). This letter sets forth the procedures in administering that shift preference.

1. A written request for shift preference must be submitted by the employee to his immediate supervisor at least two weeks prior to the effective date of a non rotating schedule, and may be resubmitted at any time thereafter.
2. Shift assignments will be made in accordance with the provisions of Article XI, Section 3(b) except:
 - a. Employees newly assigned to a group will not be eligible or affected by the provisions of such Subsection during their first 6 months in the group.
 - b. Employees may be placed on any shift for temporary assignments including assignments for training purposes.
3. When existing schedules are changed or a new non rotating shift is established, employees will be given notice of the establishment of the new schedules or shifts and have a two week period prior to the effective date thereof in which to submit a written preference request. Such preference will be used for the filling of the changed schedule or new shifts. Shift preference will not apply, however, if the Company reestablishes rotating shifts.

4. The Company may limit the movement of employees to a given shift to 50% of the employees in each classification on such shift.
5. The employee must be fully capable of performing all of the duties normally performed by the classification on the desired shift.
6. If the Company is unable to fill a vacancy on a given shift in accordance with the provisions of Article VII, Section 7, the vacancy, if other than a temporary vacancy, will be filled by reference to the preference forms on file.
7. The President of the Executive Board of the Michigan State Utility Workers Council and the Company's Director of Labor Relations may change this agreement at any time, by mutual agreement.

Sincerely,

G. A. Sando
Manager of Labor Relations

(Art. VII, Sec. 7 and Art. XI, Sec 3(b))

June 15, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

During the 1992 Working Agreement negotiations, the Company and the Executive Board of the Michigan State Utility Workers Council have discussed the varying current practices in connection with benefits for the time spent in interviews for newly created job or vacancies. To assure a uniform practice, the parties agree to the following:

1. When an employee reports at the Company's request for an interview for a newly created job or vacancy which is posted in accordance with the provisions of Article VII, Section 9 of the Working Agreement, the employee will suffer no loss of straight-time pay on the day of the interview for a reasonable period of time not to exceed eight hours, provided the employee is eligible to apply for the posted job pursuant to Article VII, Section 9(h) of the Working Agreement.
2. Employees who file an application for transfer per Article VII, Section 9(j) of the Working Agreement, will likewise suffer no loss of straight-time pay on the day of the interview for a reasonable period of time not to exceed eight hours if the interview is for a newly created job or vacancy in the same headquarters or plant complex in which he is employed, and
3. Employees that are required to attend "departmental overviews" such as the tree trimming department overview will be considered to be on a job assignment for purposes of pay and other related "expenses."

AGREED TO:

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility Workers
Council, AFL-CIO

Date: _____

Date: _____

(Art. VII, Sec. 9)

APPENDIX 43

June 1, 1992

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
.110 West Lenawee Street
Lansing, MI 48933

RE: FUNDING POST RETIREMENT BENEFITS

Dear Mr. Gray:

The Michigan Public Service Commission ("MPSC") is considering, in Case No. U-10040, whether to reflect in utility rates additional amounts for the prefunding of retiree benefits other than pensions. It is agreed that during the term of the current Working Agreement, the Company will fund retiree health care and life insurance benefits through one or more Voluntary Employee's Beneficiary Associations ("VEBA"), established under Section 501(c)(9) of the Internal Revenue Code, if and to the extent that the amounts to be prefunded through the VEBA have been allowed for recovery in the Company's rates by the MPSC. It is understood that the use of a VEBA is a funding mechanism and does not alter the terms of either the Health Care Plan or the Retiree Life Insurance Plan. The Company is not obligated to contribute to the VEBA in the event there is a change in the Internal Revenue Code that makes use of a VEBA, for this purpose, inadvisable.

If you agree, please indicate by signing below.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility Workers
Council, AFL-CIO

Date: _____

Date: _____

June 1, 1992

Mr Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

RE: AGREEMENT ON LIFE INSURANCE CONVERSION

Dear Mr Gray:

It is agreed that any OM&C employee who retires from the Company on or after September 1, 1992, and who wishes to convert his or her Group Term Life Insurance for active employees to an individual life insurance policy, may, within applicable time limits, convert a maximum of all coverage in effect the day prior to retirement less the amount of insurance for which he or she is eligible under the Retired Employees Group Term Life Insurance Policy. All other aspects of the life insurance conversion privilege remain unchanged by this agreement.

If you agree, please indicate by signing below:

Gregory A Sando
Manager of Labor Relations

Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

Reserved

June 1, 2000

Mr James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee
Lansing, MI 48933

The parties recognize that delivery of the Company's products at the lowest price will enhance employee job security and the continued viability of the Company. During the 1995 and 2000 Working Agreement negotiations, the Company and the Union discussed the Company's concerns and efforts to meet the challenges of the increasingly competitive utility business and the role of contracting in that process. Throughout these negotiations the Union repeatedly emphasized its concern about employment security for its members.

In order to address these mutual concerns, the parties agree to the following:

1. Employment Security and Wage Rate Protection

During the term of the Working Agreement commencing on June 1, 2000 and terminating on June 1, 2005, every eligible employee will have an opportunity for guaranteed employment without wage rate reduction in the event of a reduction or rearrangement of forces, as more specifically set forth below:

A. Eligibility

Eligible employees are employees (excluding probationary employees) who on June 1, 2000 are on the active payroll, on disciplinary layoff, on FMLA leave or on leave of absence under the provisions of Article VII, Sections 11, 12, 13, 16(d) or 21.

B. Employment Security Protection

If the Company reduces or rearranges its forces under Article VII, Section 17, an eligible employee will be assured an opportunity to fill a job he is qualified to perform in accordance with Section 17 rather than be laid off to the street. If necessary to assure that there are a sufficient number of jobs available that employees are qualified to perform, the Company will create the number of vacancies under Article VII, Section 17(d) (Section 17(f)(3) in the case of aheadquar-

ters closing) within 60 miles of the location of the reduction or rearrangement to assure that each eligible employee who would otherwise be laid off to the street is offered such an opportunity.

C. Wage Rate Protection

An eligible employee who accepts a job offered to him under B above will suffer no reduction in the regular straight time rate of pay he was receiving immediately prior to his placement in his new job, provided he remains in his new job classification or in a higher rated job.

D. Consequence of Refusal To Accept A Job

An eligible employee who fails to accept a job offered to him under B above and as a consequence is laid off to the street shall be entitled to a separation allowance, if otherwise eligible, in accordance with Article XVII and recall rights under Article VII, Section 17(k).

2. Suspension of Application of Article X, Section 23

During the term of the Working Agreement commencing on June 1, 2000 and terminating on June 1, 2005, the provisions of Article X, Section 23, interpretations thereof and Appendix Letters 11, 12, 22, 32 and 38 shall not apply and the Company shall be free to employ contractors to perform work that might otherwise be subject to Article X, Section 23 as it deems appropriate.

3. Joint Committee Review and Arbitration

The Union may seek Arbitration of a specific contracting decision if such a decision results in the reduction and/or rearrangement¹ of more than 5% of the employees in a headquarters or complete elimination of an occupational group, as follows:

A. The Company will give the Michigan State Utility Workers Executive Board and the affected local union notice of such contracting decisions at least 30 days before such reductions and/or rearrangements occur.

B. The Union may present the concerns of such employees identified for reduction and/or rearrangement to a commit-

¹A reduction and/or rearrangement will be deemed to have occurred if it becomes necessary for the requisite number of employees to exercise rights enumerated in Article VII, Subsections 17(c), (d), (e) and (f).

tee (to be established by the Company and the Union), comprised of an equal number of Company and Union representatives, for resolution. The concerns will be deemed resolved if a majority of the committee agree to a resolution of the concerns.

- C. If disposition of such concerns is not agreed upon by a decision of the majority of the members of the committee, the Union may request a further review by the President of the Company or his designated representative(s).
- D. If no settlement is reached as a result of the above process, the Executive Board of the MSUWC may submit a grievance on the subject contracting decision directly to Arbitration on behalf of the employees reduced and/or rearranged, provided this is done within one month of the decision of the President or his representative(s).
- E. In considering such a grievance, an Arbitration Board may not find a violation of the Working Agreement unless it determines that:
 - 1. The contracted work which has been grieved: (a) was the expected regular work of the Company of a continuing nature, (b) was not peak work, (c) was assigned to contractors for the purpose of reducing and/or rearranging employees who ordinarily and customarily do such work, and (d) would have been performed in a more cost effective fashion and of equal quality by the employees whose work was, in fact, performed by contractors; and
 - 2. The subject contracting decision has directly resulted in the reduction and/or rearrangement of more than 5% of the employees in a headquarters or the complete elimination of an occupational group.
- F. The foregoing is the exclusive method for resolving any disputes concerning the use of contractors by the Company. Except as provided above, Article IV shall apply in the event of Arbitration.

Gregory A. Sando
Manager of Labor Relations

(Art. VII, Sec. 17 and App. Ltrs. 47 and 50)

November 2, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Gray:

This will confirm our mutual understanding of the intended application of subparagraph 1.B. "*Employment Security Protection*" of Attachment 5 to the Memorandum of Agreement.

The statement "an eligible employee will be assured an opportunity to fill a job he is qualified to perform" means that every eligible employee will be given an opportunity to fill a job and will not be denied this opportunity due to a lack of qualifications. In addition, the 60 mile limit on the location of such job placement will be applied in good faith. That is, the Company does not intend to require an employee to accept a job at a distance greater than 60 miles from the location of the reduction or rearrangement by deliberately breaking the move into a series of segments of less than 60 miles for this purpose.

I value our skilled and dedicated employees, and they will continue to play an important role in the success of Consumers Power Company. You may be assured that it is the Company's intention in all future contract negotiations to bargain in good faith on employment security and any other issues which are important to our employees.

Sincerely,

Michael G. Morris,
President and Chief Executive Officer

(App. Ltr. 46)

June 1, 2000

Mr. James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Reilly:

The Company and the Union have discussed the need for drug rehabilitation and aftercare for employees who test positive on a random drug screen pursuant to the Company's Research and Special Programs Administration (RSPA), Nuclear Regulatory Commission (NRC) and Federal Highway Administration (FHWA) FFD Policies. In response to such a need and in an effort to encourage employees to remain drug-free after their first positive drug screen, the parties have agreed to amend the penalty (Effect of Violations) provisions of the FFD Policies as follows:

1. On the first occasion that an employee fails to pass a test for controlled substance and/or alcohol as shown by random testing, the employee will be given an opportunity to agree to participate in an approved evaluation/treatment activity through the Employee Assistance Service. If the employee does not successfully complete the treatment activity or does not agree to participate in an approved evaluation/treatment activity, the employee shall be discharged from employment and neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any manner.
2. If the employee fails to pass a test for controlled substances and/or alcohol as shown by random and/or post rehabilitation testing within one year from the date the employee was returned to work after his first positive random test in 1 above, the employee shall be discharged from employment and neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any manner.
3. If the employee fails to pass a test for controlled substances and/or alcohol as shown by random and/or post rehabilita-

tion testing after the one year period in 2 above, the employee shall be given a disciplinary layoff of not less than 30 and not more than 90 days. The employee will be given an opportunity to agree to participate in an approved evaluation/treatment activity through the Employee Assistance Service. The employee must remain in the aftercare treatment for a minimum of two years, if necessary. Neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the disciplinary action in any manner.

If the employee does not successfully complete the treatment activity or does not agree to participate in an approved evaluation/treatment activity, the employee shall be discharged from employment and neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any manner.

4. If the employee fails to pass a test for controlled substances and/or alcohol as shown by random and/or post rehabilitation testing within the two year period discussed in 3 above, or thereafter, the employee shall be discharged. Neither the Union nor the employee shall file a grievance or a demand for arbitration or contest the discharge action in any other manner.

All other provisions of the Company's RSPA, NRC and FHWA FFD Policies shall remain in full force and effect and shall not be affected by this agreement. The foregoing supersedes anything to the contrary in AAA Case No. 54 30 1377 93.

Gregory A. Sando

James Reilly

(Art. XIII, Sec. 1(d) and App. Ltr. 24)

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Bernie,

It is agreed that 12-hour rotating shifts may be established by the Company at certain power plants under the provisions of Appendix Letter 1.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Union, AFL-CIO

Date: _____

Date: _____

(App. Ltr. 1)

APPENDIX 50

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Bernie:

During the 1995 labor negotiations the parties discussed the Joint Apprenticeship Program, the Fossil Plant Operator Certification Administrative Procedure and the hydro Plant Operator Certification Administrative Procedure. It is agreed that, notwithstanding any practice or prior agreement to the contrary, the following will prevail:

1. If a Hydro or Fossil Plant Operator is unable to obtain or maintain his certification, his reassignment will be determined in accordance with the following steps exercised in the sequence indicated. He may:
 - a) be reduced in rank in his occupational group to a job in which he can obtain and maintain certification, or
 - b) return to a former occupational group in which he has retained seniority, or
 - c) return to the occupational group, if any, to which he was assigned immediately prior to his current assignment, provided his seniority in such former occupational group on the date he was transferred was greater than his seniority in his present occupational group.

If the employee cannot be reassigned, as above provided, he will be considered released for lack of work and afforded his rights under Article VII, Section 17, except with respect to placement in any job in any plant operator group.

2. If the Committee removes an employee from the Apprenticeship Program, the employee may exercise his seniority rights under Article VII, Section 17 except with respect to placement in any job requiring certification in the Apprenticeship Program in the Electric Line Group. In the

event the employee being removed from the Apprenticeship Program most recently held a tree trimming position (Tree Trimmer In Charge or Tree Trimmer), he will be afforded the opportunity to return to such position provided that the period of time he was in the Apprenticeship Program does not exceed the period of time he was in such tree trimming position. If the employee cannot be reassigned, as above provided, he will be considered released for lack of work and afforded his rights under Article VII, Section 17, except with respect to placement in any job in any Electric Line group.

An operator or other employee exercising reassignment, return and/or seniority rights, including rights under Article VII, Section 17, as hereinabove provided, will not be eligible for employment security and wage rate protection under Appendix 46.

It is further agreed that the President of the Michigan State Utility Workers Council and the Manager of Labor Relations may change the Apprenticeship Program, Operator Certification Procedures and this Agreement at any time, by mutual written agreement.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

(Art. VII, Sec. 17 and App. Ltr. 46)

APPENDIX 51

June 1, 1995

Mr. Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Your signature will acknowledge the following agreement between Consumers Power Company and the Executive Board of the Michigan State Utility Workers Council.

Effective September 1, 1995 and for the term of the Working Agreement, the Company agrees to offer active OM&C employees coverage under the Dependents Group Term Life Insurance Plan under the same terms and conditions that are currently available to all other employees of the Company. This is a fully insured plan, the premium costs are not established, paid or subsidized by the Company, but are determined by The Prudential Insurance Company of America and are entirely payable by the employee. The Plan provides the employee with a benefit of \$5,000 in the event of the death of his or her spouse, and \$2,000 in the event of the death of his or her dependent child. The insurance company is the administrator of the policy and makes all decisions with respect to the interpretation of the policy.

The Company intends to offer this Dependents Group Term Life Insurance for the term of the Working Agreement. In the event the insurance company declines to extend the policy or cancels the policy, the Company will make a diligent effort to find another insurance company that will offer a policy with the same terms and conditions, but the Company cannot guarantee that such a policy will be available. If no such policy is available, the Company will have no obligation to continue the Plan. In the event the Company obtains a different dependent life insurance policy with different terms and conditions from the same or another carrier, all active OM&C employees will be offered the opportunity to participate in such a plan under the same terms and conditions that it is offered to all other employees of the Company.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Bernie:

The parties agree that the Fossil Plant Operator Certification Procedure, the Hydro, Ludington and Combustion Turbine Operator Certification Procedure, the Apprenticeship Program and the Joint Safety Committee (collectively "Programs") will be continued during the term of the 1995 Working Agreement. In all other respects, the Programs will be subject to the terms thereof and may be amended, changed or modified by written agreement between the Manager of Labor Relations and the President of the Michigan State Utility Workers Council.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

APPENDIX 53

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Dear Mr. Gray:

During the 1995 Working Agreement negotiations the parties discussed the anticipated shutdown/decommissioning of the Big Rock Nuclear Steam-Electric Generating Plant. It is agreed that the President of the Michigan State Utility Workers Council and the Manager of Labor Relations may amend Article VII, Section 17 and other Articles and Sections of the Agreement and implement other provisions to achieve more equitable treatment of and/or provide incentives to employees affected by the shutdown/decommissioning than would otherwise be achieved by strict application of the provisions of the Working Agreement.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

June 1, 2000

Mr. James Reilly, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lanawee Street
Lansing, MI 48933

Dear Mr. Reilly:

During the 2000 Working Agreement negotiations the parties discussed the anticipated shutdown/decommissioning of the Palisades Nuclear Steam Electric Generating Plant and the possible shutdown of its generating plants or the sale or transfer of a part of the Company's business, including the sale or transfer of a generating plant or a part thereof. It is agreed that the President of the Michigan State Utility Workers Council and the Manager of Labor Relations may amend Article VII, Section 17 and other Articles and Sections and Appendix Letters of the Working Agreement and implement other provisions to permit greater flexibility in the placement of affected employees and/or to achieve more equitable treatment of and/or provide incentives to employees affected by such sale or transfer, shutdown or shutdown/decommissioning than would otherwise be achieved by strict application of the provisions of the Working Agreement. It is further agreed that the Union will be notified of any such sale or transfer after the execution of the applicable sale or transfer agreement.

Furthermore, in the event of such sale or transfer, the Company and the Union agree to work together to assure that an adequate number of qualified employees affected by the sale or transfer accept employment with the purchaser or operator to enable the purchaser or operator to operate the plant or business. In the event that a significant number of such affected employees do not accept employment with the purchaser or operator and are otherwise covered by the employment security and wage rate protection provisions of Appendix Letter 46, the Company and the Union agree to work together to apply the provisions herein to achieve the placement of such employees within the Company in jobs they are qualified to perform.

Gregory A. Sando
Manager of Labor Relations

Reserved



June 1, 1995

Mr. Bernard L Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Your signature will acknowledge the following agreement between Consumers Power Company and the Executive Board of the Michigan State Utility Workers Council.

Effective January 1, 1996, the Group Health Care Plan shall be amended to provide for a separate Dental Plan rather than an integrated dental plan under the Group Health Care Plan for those employees and retirees covered under an Aetna administered Point of Service Managed Health Care Plan. Effective January 1, 1999, the separate Dental Plan will be applicable to all participants, covered under an Aetna administered plan. The separate Dental Plan will be subject to separate Deductibles of \$25 per individual, \$50 per family and will not be subject to out-of-pocket limits. Expenses incurred under the Dental Plan will not be considered Covered Expenses for purposes of the out-of-pocket limits under the Group Health Care Plan.

The provisions of the current dental portion of the Group Health Care Plan, that do not conflict with the provisions outlined in the attached schedule of benefits or with other provisions of this agreement, remain unchanged.

Except as otherwise specifically provided above, the Dental Plan will be administered in conformity with Aetna's standard administrative procedures and practices.

The parties further agree that during the term of the Working Agreement, the Company may competitively bid the Dental Plan. The Company may select the provider and change the provider

APPENDIX 55

during the term of the Working Agreement. The Plan benefits, other than as outlined above, will remain unchanged if there is a change in providers.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

Reserved

Reserved



Reserved

APPENDIX 59

June 1, 1995

Mr. Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO
110 West Lenawee Street
Lansing, MI 48933

Your signature will acknowledge the following agreement between Consumers Power Company and the Executive Board of the Michigan State Utility Workers Council.

Effective January 1, 1996, the Company Group Health Care Plan shall continue its provisions with respect to coordination of benefits with other health care plans with the following changes. When the Company Group Health Care Plan is the secondary payor, Covered Expenses for purposes of calculating benefits, if any, payable under the Company Group Health Care Plan will be limited to the amount of the Covered Expenses remaining after they are reduced by any amount paid or payable by another health care plan.

Gregory A. Sando
Manager of Labor Relations

Bernard L. Gray, President
Michigan State Utility
Workers Council, AFL-CIO

Date: _____

Date: _____

Reserved

EEO STATEMENT

"The Company and the Union subscribe to the objectives of Title VII of the Federal Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam-Era Veterans' Readjustment Assistance Act of 1974, Age Discrimination in Employment Act of 1967, the rehabilitation Act of 1973, as amended, the 1991 Civil Rights Act, the Americans with Disabilities Act of 1990, the Elliott-Larsen Civil Rights Act of 1976, and the Michigan Handicappers' Civil Rights Act of 1976, as amended."

NOTES

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2004

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

AUGUST

S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY

S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
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20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2005

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL

S	M	T	W	T	F	S
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17	18	19	20	21	22	23
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MAY

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22	23	24	25	26	27	28
29	30	31				

JUNE

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5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY

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						1
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10	11	12	13	14	15	16
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AUGUST

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21	22	23	24	25	26	27
28	29	30	31			

SEPTEMBER

S	M	T	W	T	F	S
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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

OCTOBER

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30	31					

NOVEMBER

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20	21	22	23	24	25	26
27	28	29	30			

DECEMBER

S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

New Directions in Safety

Consumers Energy

Count on Us

212 West Michigan Avenue
Jackson, MI 49201-2277